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# SECTION 01025

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## SECTION 01025

## MEASUREMENT AND PAYMENT

## PART 1 GENERAL

## 1.1 LUMP SUM PAYMENT ITEMS

## 1.1.1 General

Payment items for the work of this contract for which contract lump sum payments will be made are listed in the BIDDING SCHEDULE and described below. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

## 1.1.2 Lump Sum Items

- a. "Mobilization and Demobilization" (Item No 0001)
  - (1) Payment will be made for costs associated with mobilization and demobilization, as defined in Special Clause PAYMENT FOR MOBILIZATION AND DEMOBILIZATION.
  - (2) Unit of measure: Lump Sum.

## 1.2 UNIT PRICE PAYMENT ITEMS

### 1.2.1 General

Payment items for the work of this contract on which the contract unit price payments will be made are listed in the BIDDING SCHEDULE and described below. The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items.

# 1.2.2 Unit Price Items

- a. "Dredging" {Item No. 0002)
  - (1) Description: This item shall include all work as specified in SECTION 02482 DREDGING, except for work related to mobilization and demobilization. The contract unit price per cubic yards of dredging shall include the cost of removal, conveyance, disposal, and all work required to be performed for the use of the disposal area(s).
  - (2) Unit of measure: Payment for all acceptably completed work required under this specifications will be made at the applicable

contract unit price per cubic yard for the payment items "Dredging" "First 45,000 Cubic Yards" and "Over 45,000 Cubic Yards".

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# SECTION 01090

## SOURCES FOR REFERENCE PUBLICATIONS

### 1.1 REFERENCES

Various publications are referenced in other sections of the specifications to establish requirements for the work. These references are identified in each section by document number, date and title. The document number used in the citation is the number assigned by the standards producing organization, (e.g. ASTM B 564 Nickel Alloy Forgings). However, when the standards producing organization has not assigned a number to a document, an identifying number has been assigned for reference purposes.

## 1.2 ORDERING INFORMATION

The addresses of the standards publishing organizations whose documents are referenced in other sections of these specifications are listed below, and if the source of the publications is different from the address of the sponsoring organization, that information is also provided. Documents listed in the specifications with numbers which were not assigned by the standards producing organization should be ordered from the source by title rather than by number. The designations "AOK" and "LOK" are for administrative purposes and should not be used when ordering publications.

# AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

100 Barr Harbor Drive West Conshohocken, PA 19428-2959

Ph: 610-832-9585 Fax: 610-832-9555

E-mail: cservice@astm.org

# CODE OF FEDERAL REGULATIONS (CFR)

Order from: Government Printing Office Washington, DC 20402

Ph: 202-512-1800 Fax: 202-275-7703

Internet: http://www.pls.com:8001/his/cfr.html

# CORPS OF ENGINEERS (COE)

Order from:

U.S. Army Engineer Waterways Experiment Station ATTN: Technical Report Distribution Section, Services Branch, TIC 3909 Halls Ferry Rd. Vicksburg, MS 39180-6199 Ph: 601-634-2355

Fax: 601-634-2506

# MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT)

Financial Services Division Burea of Finance P.O. Box 30050 425 W. Ottawa St. Lansing, Mi 48909 Modem: 517-355-0014

ENGINEERING MANUALS (EM)
SAFETY AND HEALTH REQUIREMENTS MANUAL

USACE Publications Depot

Attn: CEIM-SP-D 2803 52nd Avenue

Hyattsville, MD 20781-1102

Ph: 301-394-0081

## ENGINEERING REGULATIONS (ER)

USACE Publications Depot

Attn: CEIM-SP-D 2803 52nd Avenue

Hyattsville, MD 20781-1102

Ph: 301-394-0081

# ENVIRONMENTAL PROTECTION AGENCY (EPA)

Public Information Center 401 M St., SW Washington, DC 20460

Ph: 202-260-7751 FAX: 202-260-6257

Internet: http://www.epa.gov NOTE: Some documents are available

only from National Technical Information

Services (NTIS) 5285 Port Royal Rd. Springfield, VA 22161

Ph: 703-487-4600

Fax: 703-321-8547

Internet: http://www.fedworld.gov/ntis/ntishome.html

# PART 2 (Not Applicable)

# PART 3 (Not Applicable)

-- End of Section --

-- End of Section --

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# SECTION 01100

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## SECTION 01100

## SPECIAL PROJECT PROCEDURES

#### PART 1 GENERAL1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred within the text by the basic designation only.

## U.S. GOVERNMENT CODE OF FEDERAL REGULATIONS (CFR)

33 CFR 320-330 General Regulatory Policies, Permits, Enforcement and Definitions

40 CFR 233 State Program Regulations

#### 1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with SECTION 01330, entitled "SUBMITTAL PROCEDURES":

SD-01 Preconstruction Submittals

Traffic Control Plan; G-AOF.

At least fifteen (15) calendar days prior to commencing work at the site, submit a detailed, site specific plan for the control of traffic on the public roadways adjacent to the work area. Coordination of construction traffic with public use of the roadways shall be fully described, including all safety related characteristics.

Accident Prevention Plan

Contractor shall provide an accident prevention plan including an activity hazard analysis to the Contracting Officer within 15 calendar days after receipt of award.

Payrolls and Basic Records

Contractor shall submit payrolls and basic records in accordance with the Clause entitled "PAYROLLS AND BASIC RECORDS (FEB 1988).

Progress Chart; G-AOF

Contractor shall submit progress chart in accordance with the Clause entitled "SCHEDULE FOR CONSTRUCTION CONTRACTS (APR 1984).

#### 1.3 REGULATORY REQUIREMENTS

## Additional Work Proposed and Not Authorized

### 1.3.1.1 Work Subject to 33 CFR 320-330

Any additional work (not specifically shown on the plans or delineated in the specifications) proposed by the Contractor in or affecting navigable

waters, including wetlands (as defined in 33 CFR 320-330, published in the Federal Register Vol.51, No. 219, Thursday, November 13, 1986) shall not be performed without a Department of the Army Permit. This requirement shall be applicable to all work, permanent or temporary, and/or fill(s). The Department of the Army Permit shall be approved by the District Engineer or Deputy District Engineer in accordance with the laws of the United States and the regulations promulgated thereunder, including, but not limited to, the River and Harbor Act of 1899, the Clean Water Act and the National Environmental Policy Act of 1969, as amended. Corps employees (Contracting Officer's Representatives (COR) or inspectors) are not delegated authority to authorize such work. Information on making application for such permit(s) may be obtained by contacting one of the offices as listed hereinafter. When applying for information or a permit, a copy of any correspondence should be directed to the Contracting Officer of this contract. If a permit is not obtained, the additional work cannot be accomplished. Any delay in processing the permit will not constitute the basis of a claim under this contract. The fact that the Contractor is performing work under a Department of the Army Contract will give the Contractor no greater rights than any other applicant for a Department of the Army Permit.

# WISCONSIN-MINNESOTA

Regulatory Functions Branch Construction-Operations Division U.S. Army Engineer District, St. Paul 1135 USPO & Custom House St. Paul, MN 55101 Telephone: 612-725-5819

## 1.4 PROJECT/SITE CONDITIONS

# 1.4.1 Condition and Use of Project Site

The drawings indicate soundings and elevations at the dredging and disposal sites as found in condition surveys made as stated on the contract drawings. A notification of at least five (5) calendar days shall be given to the Contracting Officer prior to bringing any construction equipment or material upon the work site. The Contractor shall be responsible for damages that may be suffered due to its operations. The Contractor shall note Clause titled "PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS."

# 1.4.1.1 Physical Conditions

The physical conditions shown on the drawings are indicative of those that prevailed at the time of the site investigations and may be different than those at the time of construction. Significant variations that would require changes to the plans or specification shall be reported to the Contracting Officer immediately.

# 1.4.1.2 Work and Storage Areas

Work and storage areas will be provided at the site and will be as designated and/or approved by the Contracting Officer. Areas made available to the Contractor will be selected to minimize interference with Government operations and other contractors.

# 1.4.2 Waterways Navigation and Traffic

The Contractor shall acquaint itself with all information and regulations pertaining to navigation and vessel traffic within the waterways at the project site. The Contractor shall coordinate with the U.S. Coast Guard to assure that a "NOTICE TO MARINERS" is issued prior to its work activity at the project site. A copy of the requisite notice form is enclosed in SECTION 01999. The completed form shall be sent to the address stated in the Subparagraph entitled "Temporary Lights, Signals and Buoys Required by U.S. Coast Guard". The Government will not undertake to keep the waterways free from vessels or other obstructions, except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of Section 7 of the River and Harbor Act approved 8 August 1917 (see Title 33, U.S.C.A. Sec. 1). The Contractor is required to conduct its work in such manner as to obstruct navigation as little as possible and, in case the Contractor's plant so obstructs a channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon completion of the work, the Contractor shall promptly remove its plant, including ranges, buoys, piles, and other marks placed by it under the contract in navigable waters or on shore.

#### 1.4.2.1 Navigation

Information and regulations pertaining to navigation may be obtained from the current issue of the "UNITED STATES COAST PILOT 6," issued annually by the Department of Commerce, National Oceanic and Atmospheric Administration (NOAA). The "UNITED STATES COAST PILOT" may be obtained from National Ocean Survey, NOAA, Distribution Division-C44, Riverdale, Maryland 20840.

#### 1.4.2.2 Traffic

Vessels that may use the waterways at the project site consist of recreational craft and commercial vessels. This traffic may interfere with contract operations and the Contractor shall conduct its work with due regard to and in coordination with the requirements of all navigation. Information regarding the types and amount of passages made by commercial vessels that may use the waterways at the project site may be obtained from the current issue of the "Waterborne Commerce of the United States, Part 3, Waterways and Harbors, Great Lakes," published by the Department of Army, Corps of Engineers. The Department of the Army publication may be obtained at no charge from the following:

District Engineer, U.S. Army Engineer District, New Orleans, Waterborne Commerce Section, P.O. Box 60267, New Orleans, Louisiana 70160. Phone 504-862-1425, FAX 504-862-1091.

### 1.4.3 Existing Vegetation, Structures, Equipment, Utilities & Improvements

General locations of applicable existing utilities, vegetation, structures, equipment and improvements, based upon latest information available to the Government have been shown on the drawings. However, it is the Contractor's obligation to establish the exact horizontal and vertical location and size of all existing utility lines which are located within the required work area. The Contractor shall submit a utility locating plan for locating existing utilities and a copy of its utility location findings prior to commencing work on the site. Any utility lines which are not found by the Contractor, but which are known to exist at the project site, shall be reported to the Contracting Officer immediately. The

Contracting Officer will have the option of directing commencement of work at the site or requiring the Contractor to submit further plans for locating the utility lines. Once the utilities have been located and marked, the Contractor shall be deemed to have the location made known to it pursuant to CLAUSE titled "PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS." If the Contractor damages any existing utility line, vegetation, structure, equipment or improvement, a report thereof shall be made immediately to the Contracting Officer. In any event, existing utility lines, vegetation, structures, equipment or improvements shall be protected from damage, and if damaged, shall be repaired by the Contractor at its own expense.

#### 1.4.4 Vehicular Access

Throughout the period of work on this contract, the Contractor shall maintain an all-weather roadway through or around its work area when work therein would otherwise block an existing roadway. Such permanent or temporary roadways shall be kept open for use by emergency vehicles, as well as residential and commercial traffic at all times.

### 1.4.5 Utility Services

#### 1.4.5.1 Contractor-Furnished Utility Services

The Contractor shall furnish, at its own expense, all water, electric current, toilets, and other utilities required for its use.

#### 1.4.6 Protection and Maintenance of Traffic

#### 1.4.6.1 Haul Roads

The Contractor shall, at its own expense, construct access and haul roads necessary for proper prosecution of the work under this contract. Haul roads shall be constructed with suitable grades and widths; sharp curves, blind corners, and dangerous cross traffic shall be avoided. The Contractor shall provide necessary lighting, signs, barricades, and distinctive markings for safe movement of traffic. The method of dust control shall be adequate to ensure safe operation at all times. Location, grade, width, and alignment of construction and hauling roads shall be subject to approval by the Contracting Officer. Lighting shall be adequate to assure full and clear visibility for full width of haul road and work areas during any night work operations. Upon completion of the work, haul roads shall be removed unless otherwise approved by the Contracting Officer. Any dirt or mud which is tracked onto paved or surfaced roadways shall be promptly cleaned away.

# Contract Supervision and Representation

The Contractor's local representative shall be available to Government representatives during duty hours, 8 a.m. to 4:30 p.m., on normal working days and shall be available by telephone at other times. The name of the Contractor's representative and the contact telephone number shall be furnished to the Government.

### 1.4.8 Traffic Control Plan

The Contractor shall control traffic in accordance with its approved plan.

### 1.4.9 Temporary Lights, Signals and Buoys Required by Coast Guard

All temporary lights, signals and buoys required by the U.S. Coast Guard must be displayed during the required work. Information regarding required signals, lights, buoys and other requirements may be obtained from the Commander (oan), Ninth Coast Guard District, 1240 East Ninth Street, Cleveland, Ohio 44199-2060, Telephone (216) 522-3990.

### 1.4.10 Navigation Buoys

### 1.4.10.1 Relocation of Existing Buoys

If the relocation of existing navigation buoys is required to perform the contract work, the Contractor shall request permission for their relocation from the U.S. Coast Guard through the Contracting Officer. Once relocated, a record shall be maintained of the buoy relocation position(s). The request shall be provided to the Contracting Officer not less than three (3) weeks prior to need of the buoy relocation. The Contractor shall be responsible for performing the relocation work, which shall be in accordance with U.S. Coast Guard requirements.

### 1.4.10.2 Temporary Dredging and Construction Buoys

In order to distinguish temporary buoys placed and maintained by the Contractor for dredging or construction purposes from aids to navigation placed by the U.S. Coast Guard, the Contractor's buoys shall be white and the top two (2) feet shall be light green in color. The Contractor shall remove its temporary buoys at the completion of the work.

#### 1.4.10.3 Buoy Markings

If buoys with special markings are needed to indicate the different sides of the navigable channel, prior arrangements shall be made with the U.S. Coast Guard, through the Contracting Officer.

### 1.4.11 Layout of Work and Surveys

### 1.4.11.1 Layout of Work

The following requirements are in addition to the requirements of CLAUSE titled "LAYOUT OF WORK." The Government has established bench marks and horizontal control points at the site of the work. Horizontal control points and descriptions of bench marks are shown on the drawings and on

sheets enclosed in SECTION 01999. The elevations of bench marks are referred to mean water level (IGLD 1955).

### 1.4.11.2 Surveyor Requirements

From these control points and bench marks, the Contractor shall lay out the work by establishing all lines, grades, range markers and gauges at the site as necessary to control the work. All survey information shall be recorded in accordance with standard and approved methods and in the survey note format approved by the Contracting Officer. All field notes, sketches, recordings and computations made by the Contractor in performing the layout work shall be available at all times during the progress of the work for ready examination by the Contracting Officer or his or her duly authorized representative and upon completion of the contract work the originals shall be turned over to the Contracting Officer in ring binders.

#### 1.4.11.3 Suspension

The Contracting Officer may require that work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking the work. Such suspension will be withdrawn upon satisfactory replacement of location and limit marks. Such suspension shall be at no additional cost to the Government and shall not entitle the Contractor to an extension of time for completing the work.

## 1.4.11.4 Verification

The Government may make checks as the work progresses to verify lines and grades established by the Contractor and to determine the conformance of the completed work as it progresses with the requirements of contract specifications and drawings. Such checking by the Contracting Officer or his or her representative shall not relieve the Contractor of its responsibility to perform all work in accordance with the contract drawings and specifications and the lines and grades given therein.

### SEQUENCING AND SCHEDULING 1.5

### 1.5.1 Exclusion of Period in Computing Completion Schedules

No work will be required during the period between 15 November and 15 April inclusive and the days in this period will not be counted when computing the required completion date. The Contractor may perform work, unless otherwise prohibited, during all or any part of this period upon giving prior written notice to the Contracting Officer.

### 1.5.2 Bridge Opening Restriction

The Contractor shall be prohibited from requesting opening for the Main Street, Mason Street, and Walnut Street Bridges DURING ANY NONHOLIDAY WEEKDAYS FOR THE FOLLOWING DAILY PERIODS:

- (a) 7 a.m. to 8 a.m.
- (b) 12 noon to 1 p.m.
- (c) 4 p.m. to 5 p.m.

### 1.5.3 Sunday, Holiday And Night Operations

When the Contractor elects to work on Sundays, holidays or nights (when not prohibited herein), notice of its intention to do so shall be given to the Contracting Officer not less than forty-eight (48) hours in advance thereof. Adequate lighting for thorough inspection of night operations shall be provided by the Contractor at its expense.

### 1.5.4 Start Work

Evidence that the Contractor has started procurement of materials, preparation and submission of submittal register, mobilization, and other preparatory work will satisfy the requirement that work commence within ten (10) calendar days after receipt of Notice to Proceed. (See Clause titled "COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK", FAR 52.212-0003.)

#### ACCOMMODATIONS FOR INSPECTORS 1.6

The Contractor shall, prior to the start of work, furnish a temporary field office for Government personnel, physically and acoustically separated from the Contractor's offices, located near the site of the work, as approved by the Contracting Officer. The Contractor shall have the option of providing the field office facility in an existing or new building, or a trailer. All utilities as specified or required shall be hooked up and in working order prior to the start of work and shall be maintained during the entire contract period. The entire cost to the Contractor for furnishing, equipping and maintaining the accommodations shall be included in the contract price. If the Contractor fails to meet these requirements, the facilities will be secured by the Contracting Officer and the cost thereof will be deducted from payments to the Contractor. All facilities provided for the use of Government personnel under this Paragraph shall remain the property of the Contractor.

### 1.6.1 Field Office

The temporary field office shall have approximately 200 square feet of floor space and a minimum of seven (7) feet of headroom. An eight (8) foot by thirty (30) foot office trailer may be made available in lieu of the building. The field office or trailer shall be provided with a work table, two (2) lockable desks, and five (5) chairs. It shall be weatherproof and be supplied with heat in season, a minimum of one (1) door, electric lights, a telephone answering device with handset, phone service provided by the Contractor, a facsimile machine, a medium production rate plain paper copier with sorter and paper supplies, a sufficient number of adjustable windows for adequate light and ventilation, toilet facilities with a wash basin with unheated water, and water cooler with approved drinking water. Exterior portable toilet facilities without wash basin may be provided in lieu of interior toilet facilities. The windows shall be screened and provided with locking devices, arranged to open and be securely fastened from the inside. In warm weather, air conditioning shall be furnished which will maintain the office at 50 percent relative humidity and a room temperature of 75 degrees F, or 20 degrees below the outside temperature when the outside temperature is 95 degrees F or higher. In addition to the above requirements, the Government field office or trailer shall be provided with the following:

#### 1.6.1.1 Door Locks

Each exterior door shall be provided with an approved deadbolt lock in the door, key operated from both sides and tamperproof heavy duty hasp bolted to the door. Each lock shall be provided with two (2) keys.

# Security Window Guards

All exterior window openings and glazed panels of exterior doors shall be provided with security window guards. As a minimum, they shall be round frame stationary window guards consisting of 1-1/2 inch diamond mesh No. 10 W & M gage wire, clinched to 3/8 inch round rod frames, secured to the building or trailer with tamperproof fastenings and shall cover the entire glazed opening.

### 1.6.1.3 Lighting

A light shall be installed over each exterior door and shall be kept lighted at night, including Saturdays, Sundays and holidays.

# 1.6.1.4 Storage Closet

The field office building or trailer shall have a closet for storage of pilferable equipment. The closet shall be at least three (3) foot by three (3) foot, floor to ceiling height, and have one (1) upper shelf. The door to the closet shall have an approved deadbolt lock or a hasp with an approved padlock. The hasp shall be installed with tamperproof type fastenings. Two (2) keys shall be provided for the deadbolt lock or padlock. Leaves of door hinges shall be unexposed.

# 1.6.1.5 Cleaning

The Contractor shall clean the office facility once each work week, or as directed. Cleaning shall include, but not be limited to, sweeping the floor, dusting furniture, collecting trash, floor scrubbing, window washing and toilet facility cleaning.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

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# SECTION 01101

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## REAL ESTATE

## PART 1 GENERAL

### 1.1 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with SECTION 01330, titled "SUBMITTAL PROCEDURES":

SD-01 Preconstruction Submittals

Additional Property Agreements; G-AOF.

Copies of any additional property agreements for Contractor-acquired real estate rights for this project if needed shall be furnished before entering thereon.

## 1.2 REGULATORY REQUIREMENTS

## 1.2.1 Real Estate Rights

Rights for the use of the Government-furnished transfer and disposal areas have been obtained and the general limits of the areas are shown on the drawings. Copies of instruments conveying rights for use of the disposal and transfer areas shown on the drawings and specified herein are available for inspection in the Real Estate Division U.S. Army Corps of Engineers, Detroit District, 477 Michigan Avenue, McNamara Building, Detroit, Michigan. Conformance to all applicable requirements of the instruments conveying rights is required. Two (2) copies of each instrument will be furnished to the Contractor.No other real estate rights have been obtained by the Government for this project.

# 1.2.2 Additional Real Estate Rights

Any additional property agreements and/or real estate rights desired by the Contractor shall be obtained by the Contractor at its own expense. Such agreements shall clearly relieve the Government of any responsibility for damages or liability resulting from the Contractor's use of such grounds.

### 1.3 PROJECT/SITE CONDITIONS

# 1.3.1 Location and Verification

It shall be the Contractor's responsibility to accurately locate the limits of all lands utilized under the contract. The corner and angle points of each area for which rights have been obtained shall be marked with semipermanent markers except where there is an approved existing property marker. Temporary markers shall be placed at points on alignment. The points on alignment shall be marked at stations so that intervals between points do not exceed 200 feet.

# 1.3.2 Survey Markers

All markers shall be installed in an area prior to its use and they shall

be available for reference during and upon completion of use of the area. Where approved existing property markers are found, a witness stake, as specified in Subparagraph, "Semipermanent Markers" below, shall be provided. If the types of markers specified hereinafter cannot be used, other types, as approved by the Contracting Officer, shall be provided.

### 1.3.2.1 Semipermanent Markers

The markers shall be a steel rod one-half inch in diameter and four (4) feet long. The steel rod shall be driven vertically into the ground so that the top is flush with the finished ground surface. Each marker shall be witnessed by a 2" x 2" yellow stake extending two (2) feet above the ground surface and driven into the ground until stable, with not less than one (1) foot penetration.

### 1.3.2.2 Temporary Markers

Markers shall be 2" x 2", red-colored, wood hub stakes driven into the ground until stable (not less than one (1) foot penetration) with two (2) feet projecting above the ground surface. If the period in which temporary markers are to be in place exceeds one (1) construction season, a more permanent type of marker, as approved, shall be provided.

- PART 2 PRODUCTS (NOT APPLICABLE)
- PART 3 EXECUTION (NOT APPLICABLE)

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## SECTION 01130

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## SECTION 01130

# ENVIRONMENTAL PROTECTION

### PART 1 GENERAL

### 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

CODE OF FEDERAL REGULATIONS (CFR)

40 CFR 261

Identification and listing of Hazardous

Waste

ENGINEERING MANUALS (EM)

EM 385-1-1

(3 Sept. 1996) U.S. Army Corps of Engineers Safety and Health Requirements Manual

WISCONSIN DEPARTMENT OF TRANSPORTATION (WDOT)

WDOT 1996

(1996) Standard Specifications for Highway and Structure Construction

## 1.2 DEFINITIONS

Environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents that adversely affect human health or welfare; unfavorably alter ecological balances of plant or animal communities; or degrade the environment from an aesthetic, cultural or historic perspective. Environmental protection is the prevention/control of pollution and habitat disruption that may occur during construction. The control of environmental pollution and damage requires consideration of air, water, land, biological and cultural resources (archaeological and historic resources); and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive materials; and other pollutants.

# 1.3 SUBMITTALS

Government approval is required for all submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330, titled "SUBMITTAL PROCEDURES":

SD-01 Preconstruction Submittals

Environmental Protection Plan; G-ECD.

Submit in writing an Environmental Protection Plan within ten (10) calendar days after receipt of Notice to Proceed. See Article titled "ENVIRONMENTAL PROTECTION PLAN" for details.

## 1.4 ENVIRONMENTAL PROTECTION REQUIREMENTS

The Contractor shall be knowledgeable of and comply with all applicable Federal, State, and local laws, regulations, permits and licenses concerning environmental protection, pollution control and abatement that are applicable to the Contractor's proposed operations. Note any unique requirements for this contract in the environmental pollution control plan. Also see Clauses titled "PERMITS AND RESPONSIBILITIES." The Contractor shall provide environmental protective measures and procedures to prevent and control pollution, limit habitat disruption, and correct environmental damage that occurs during construction.

#### 1.4.1 Protection of Features

This section supplements the Contract Clause "PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS". The Contractor shall prepare a list of features requiring protection under the provisions of the contract clause which are not specially identified on the drawings as environmental features requiring protection. The Contractor shall confine its activities to areas defined by the drawings and specifications. The Contractor shall protect those environmental features, indicated specially on the drawings or in the specifications, in spite of interference which their preservation may cause to the Contractor's work under the contract.

#### 1.4.2 Permits

The Contractor shall obtain any necessary permits and licenses that have not been obtained by the Government. This section supplements the Contractor's responsibility under the contract Clause "PERMITS AND RESPONSIBILITIES" to the extent that the Government has already obtained environmental permits. The Contractor shall comply with the terms, and conditions of these permits. The Contractor shall also comply with other environmental commitments made by the Government, including any environmental documents pertaining to the project.

## Environmental Assessment of Contract Deviations

The Contract specifications have been prepared to comply with the special conditions and mitigation measures of an environmental nature which were established during the planning and development of this project. The Contractor is advised that deviations from the drawings or specifications (e.g., proposed alternate borrow areas, disposal areas, staging areas, alternate access routes, etc.) could result in the requirement for the Government to reanalyze the project from an environmental standpoint. Deviations from the construction methods and procedures indicated by the plans and specifications which may have an environmental impact will require a extended review, processing, and approval time by the Government. The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if the Contracting Officer determines that the proposed alternate method will have an adverse environmental impact.

### 1.5 ENVIRONMENTAL PROTECTION PLAN

The Contractor shall submit an Environmental Protection Plan for review and acceptance by the Contracting Officer. The Government will consider an interim plan for the first 30 days of operations. However, the Contractor shall furnish an acceptable final plan not later than 30 calendar days after receipt of the Notice to Proceed. Acceptance is conditional and is

predicated upon satisfactory performance during construction. The Government reserves the right to require the Contractor to make changes in the Environmental Protection Plan or operations if the Contracting Officer determines that environmental protection requirements are not being met. The plan shall detail the actions which the Contractor shall take to comply with all applicable Federal, State, and local laws and regulations concerning environmental protection and pollution control and abatement, as well as the additional specific requirements of this contract. The Contractor shall refer to the applicable existing environmental documentation to ensure that the natural, historic, and cultural resources specific or unique to this project are protected. Any necessary coordination with and/or notices to all interested agencies and the public have been made by the Government for environmental documentation prepared by the Government. Copies of the documents are available for review at the offices of the Detroit District, Environmental Analysis Branch, 7th Floor, 477 Michigan Avenue, Detroit, MI 48226. No physical work at the site shall begin prior to acceptance of the Contractor's plan or an interim plan covering the work to be performed. The environmental protection plan shall include, but not be limited to, the following:

### 1.5.1 Federal, State and Local Laws and Regulations

The Contractor shall be knowledgeable of all Federal, State and local environmental laws and regulations which apply to the construction operations under the Contract and shall list any unique requirements applicable to this contract as part of the Environmental Protection Plan.

### 1.5.2 Spill Control Plan

The Contractor shall include as part of the Environmental Protection Plan, a Spill Control Plan. The plan shall include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by the Emergency Response and Community Right-to-Know Act or regulated under State or local laws or regulations. The Spill Control Plan supplements the requirements of EM 385-1-1. This plan shall include as a minimum:

- a. The name of the individual who will be responsible for implementing and supervising the containment and cleanup.
- b. Training requirements for Contractor's personnel and methods of accomplishing the training.
- c. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.
- d. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.
- e. The methods and procedures to be used for expeditious contaminant cleanup.
- f. The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual shall immediately notify the Contracting Officer in addition to the legally required Federal, State, and local reporting

channels (including the National Response Center 1-800-424-8802) if a reportable quantity spill occurs. The plan shall contain a list of the required reporting channels and telephone numbers.

#### 1.5.3 Contaminant Prevention Plan

As a part of the Environmental Protection Plan, the Contractor shall prepare a contaminant prevention statement identifying potentially hazardous substances to be used on the job site and intended actions to prevent accidental or intentional introduction of such materials into the air, water, or ground. The Contractor shall detail provisions to be taken to meet Federal, State, and local laws and regulations regarding the storage and handling of these materials.

### 1.5.4 Environmental Monitoring

The Contractor shall include in the plan the details of environmental monitoring requirements under the laws and regulations and a description of how this monitoring will be accomplished, including, but not limited to, monitoring of land, air, and water resources, including noise, odors and vibrations.

### PART 2 PRODUCTS (Not Applicable)

#### PART 3 EXECUTION

# SPECIAL ENVIRONMENTAL PROTECTION REQUIREMENTS

#### 3.1.1 Work Area Limits

Prior to any construction, the Contractor shall mark the areas where the work is to be performed under this contract. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible during darkness. The Contractor shall convey to its personnel the purpose of marking and/or protection of all necessary objects.

### 3.1.2 Protection of Landscape

Trees, shrubs, vines, grasses, land forms and other landscape features to be preserved, indicated and defined on the drawings submitted by the Contractor as a part of the Environmental Protection Plan shall be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques. Vegetated soil surfaces disturbed by construction activities shall be re-vegetated as soon as practicable after completing operations in the disturbed area. Trees, brush and vegetation which will be covered with dredged material within a confined disposal facility (CDF) are not required to be preserved and protected.

### 3.1.2.1 Tree Protection

No ropes, cables, or guys shall be fastened to or attached to any tree(s) for anchorage unless specifically authorized by the Contracting Officer. Where such special use is permitted, the Contractor shall provide effective protection to prevent damage to the tree and other land and vegetative resources. Unless specifically authorized by the Contracting Officer, no construction equipment or materials shall be placed or used within the drip line of trees shown on the drawings to be saved. No excavation or fill shall be permitted within the drip line of trees to be saved except as shown on the drawings. Trees, brush and vegetation which will be covered with dredged material within a confined disposal facility (CDF) are not required to be protected and preserved.

# 3.1.3 U.S. Department of Agriculture (USDA) Quarantined Considerations

The Contractor shall thoroughly clean all construction equipment at the prior job site in a manner that ensures all residual soil is removed and that egg deposits from plant pests are not present to prevent the spread of non-indigenous and/or pest species. The Contractor shall consult with the USDA Plant Protection and Quarantine (USDA - PPQ) jurisdictional office for additional cleaning requirements that may be necessary.

# 3.1.3.1 Control of Non-Indigenous Aquatic Nuisance Species

The Contractor shall conduct diligent watercraft operating practices to prevent the spread of Non-Indigent Aquatic Nuisance Species (ANS). Such practices shall include, but not be limited to, cleaning equipment on-site to prevent the spread of seeds, eggs, larvae, or other dispersal vectors (e.g. do not transport soil and plant matter from one location to another); and discharging or exchanging ballast water or other water from a vessel of any type only at a location where the chances for survival of ANS are minimal, such as at cold, deep regions of Lake which are far from shore.

# 3.1.4 Disposal of Waste Materials

Disposal of any materials, waste, effluents, trash, garbage, unsatisfactory excavated materials, oil, grease, chemicals, etc., in areas adjacent to streams, rivers, or lakes and in areas not authorized for waste disposal shall not be permitted. If any waste material is dumped or placed in unauthorized areas, the Contractor shall remove the material and restore the area to the condition of the adjacent undisturbed area. If necessary, ground which has become contaminated through the fault or negligence of the Contractor shall be excavated, disposed of as directed by the Contracting Officer, and replaced with suitable fill material compacted and finished with topsoil and planted as required to re-establish vegetation, all at the expense of the Contractor. Disposal of waste, trash and other materials off the project site shall be in accordance with all applicable Federal, State, and local laws, rules and regulations. Removed vegetation, including trees, shall be put to beneficial reuse and not placed into landfills.

# 3.1.4.1 Disposal of Solid Wastes

Solid waste is rubbish, debris, waste materials, garbage, and other discarded solid materials (excluding clearing debris and hazardous waste as defined in following paragraphs). Solid waste shall be placed in containers and disposed of on a regular schedule. All handling and disposal shall be conducted in such a way as to prevent spillage and contamination. The Contractor shall dispose of all solid waste in compliance with Federal, State, and local requirements.

# 3.1.4.2 Disposal of Chemical Waste

Chemical waste shall be stored in corrosion resistant containers, removed from the work area and disposed of in accordance with Federal, State, and local laws, rules and regulations.

### 3.1.4.3 Spillages

Special measures shall be taken to prevent chemicals, fuels, oils, greases, bituminous materials, ashes, sawdust, waste washings, herbicides and insecticides, rubbish or sewage, and other pollutants from entering public waters.

### 3.1.5 Disposal of Contractor Generated Hazardous Wastes

Hazardous wastes are hazardous substances as defined in 40 CFR 261, or as defined by applicable State and local regulations. Hazardous waste generated by construction activities shall be removed from the work area and be disposed in compliance with Federal, State, and local requirements. The Contractor shall segregate hazardous waste from other materials and wastes, and shall protect it from the weather by placing it in a safe covered location; precautionary measures against accidental spillage such as berming or other appropriate measures shall be taken. Hazardous waste shall not be dumped onto the ground, into storm sewers or open water courses, or into the sanitary sewer system. A copy of the manifest shall be provided to the Contracting Officer for any hazardous waste disposed of under this contract.

#### 3.1.6 Fuels and Lubricants

Fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants and waste oil to be discarded shall be stored in marked corrosion-resistant containers and recycled or disposed in accordance with Federal, State, and local laws and regulations.

3.1.7 Hydrocarbons, Carbon Monoxide, and Oxides of Nitrogen and Sulfur

Vapor/gaseous emissions of hydrocarbons, carbon monoxide, oxides of nitrogen and sulfur oxides from equipment shall be controlled to Federal and State limits at all times.

#### 3.1.8 Odors

Odors from all construction activities, processing and preparation of shall be controlled at all times.

#### 3.1.9 Ground Vibrations

Ground vibrations from construction activities shall be controlled at all times.

#### 3.1.10 Protection from Sound Intrusions

The Contractor shall keep construction activities under surveillance and control to minimize damage to the environment by noise. Construction equipment shall be fitted with noise control devices.

- HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES
- 3.2.1 Discovered Historic, Archaeological, and Cultural Resources
  - If, during construction activities, items are observed that may have historic or archaeological value (e.g., human remains or associated objects

or artifacts are discovered), such items shall be protected in place and the observations shall be reported immediately to the Contracting Officer so that the District Archaeologist may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in impact to, or the destruction of, these resources. The Contractor shall prevent its employees from trespassing on, removing, or otherwise disturbing such resources.

# 3.3 PROTECTION OF WATER RESOURCES

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters.

## 3.4 PROTECTION OF FISH AND WILDLIFE RESOURCES

# 3.4.1 Protection of Fish, Wildlife and Flora

The Contractor shall keep construction activities under surveillance, management and control to minimize interference with, disturbance to and damage of fish, wildlife and flora. Species that require specific attention along with measures for their protection shall be listed by the Contractor prior to beginning construction operations. See Subparagraph titled "Environmental Protection Plan."

## 3.5 PROTECTION OF AIR RESOURCES

Special management techniques as set out below shall be implemented to control air pollution by the construction activities. These techniques supplement the requirements of Federal, State, and local laws and regulations; and the safety requirements under this Contract. If any of the following techniques conflict with the requirements of Federal, State, or local laws or regulations, or safety requirements under this contract, then those requirements shall be followed in lieu of the following.

## 3.5.1 Particulates

Airborne particulates, including dust particles, aerosols, and gaseous by-products from construction activities and processing and preparation of materials, shall be controlled at all times, including weekends, holidays, and hours when work is not in progress. The Contractor shall maintain all excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, disposal sites, borrow areas, and all other work areas free from airborne dust which would cause a hazard or nuisance.

# 3.6 INSPECTION

If the Contracting Officer notifies the Contractor in writing of any observed noncompliance with contract requirements or Federal, State, or local laws, regulations, or permits, the Contractor shall inform the Contracting Officer of proposed corrective action and take such action to correct the noncompliance. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action is taken. No time extensions will be granted or costs or damages allowed to the Contractor for any such suspension.

# 3.7 MAINTENANCE OF POLLUTION CONTROL FACILITIES

The Contractor shall maintain all constructed pollution control facilities and portable pollution control devices for the duration of the Contract or for the length of time construction activities create the particular pollutant.

#### 3.8 TRAINING OF CONTRACTOR PERSONNEL

Contractor personnel shall be trained in environmental protection and pollution control. The Contractor shall conduct environmental protection/pollution control meetings for all Contractor personnel monthly. The training and meeting agenda shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, installation and care of facilities (vegetative covers, etc.), and instruments required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control. Anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants, shall also be discussed. Other items required to be discussed shall include recognition and protection of archaeological sites, artifacts, and historic structures.

### 3.9 POST CONSTRUCTION CLEANUP OR OBLITERATION

The Contractor shall obliterate all signs of temporary facilities such as haul roads, work area, structures, stock piles of excess or waste materials, fencing, buoys, stakes, or other vestiges of construction within the work, storage and access areas or as directed by the Contracting Officer. Except for surfaced areas, the areas shall be restored to near natural conditions which will permit the growth of vegetation thereon. In areas where restoration to near natural conditions is not required, surfaces shall be evenly and smoothly dressed, sloped to drain, and the edges of the restored area graded to be flush with the surrounding existing grade even if original contours are not restored. All damaged non-surfaced areas shall be restored by topsoiling, fertilizing, seeding and mulching, unless otherwise specified or directed. The topsoiling, fertilizing, seeding, and mulching shall be in accordance with the applicable provisions of WDOT 1996, provisions of Sections 624 through 630.

#### 3.10 RESTORATION OF LANDSCAPE

The Contractor shall restore all landscape features damaged of destroyed during construction operations outside the limits of the approve work areas. Such restoration shall be in accordance with the Contractor's submitted plan, as approved by the Contracting Officer. The work shall be accomplished at the Contractor's expense.

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## SECTION 01312A

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NOTIFICATION OF NONCOMPLIANCE

1.10

# SECTION 01312A

# QUALITY CONTROL SYSTEM (QCS)

## 1.1 GENERAL

The Government will use the Resident Management System for Windows (RMS) to assist in its monitoring and administration of this contract. The Contractor shall use the Government-furnished Construction Contractor Module of RMS, referred to as QCS, to record, maintain, and submit various information throughout the contract period. This joint Government-Contractor use of RMS and QCS will facilitate electronic exchange of information and overall management of the contract. QCS provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

Administration
Finances
Quality Control
Submittal Monitoring
Scheduling
Import/Export of Data

## 1.1.1 Correspondence and Electronic Communications

For ease and speed of communications, both Government and Contractor will, to the maximum extent feasible, exchange correspondence and other documents in electronic format. Correspondence, pay requests and other documents comprising the official contract record shall also be provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version.

## 1.1.2 Other Factors

Particular attention is directed to Contract Clause, "Schedules for Construction Contracts", Contract Clause, "Payments", Section 01320A, PROJECT SCHEDULE, Section 01330, SUBMITTAL PROCEDURES, and Section 01451A, CONTRACTOR QUALITY CONTROL, which have a direct relationship to the reporting to be accomplished through QCS. Also, there is no separate payment for establishing and maintaining the QCS database; all costs associated therewith shall be included in the contract pricing for the work.

## 1.2 QCS SOFTWARE

QCS is a Windows-based program that can be run on a stand-alone personal computer or on a network. The Government will make available the QCS software to the Contractor after award of the construction contract. Prior to the Pre-Construction Conference, the Contractor shall be responsible to download, install and use the latest version of the QCS software from the Government's RMS Internet Website. Upon specific justification and request by the Contractor, the Government can provide QCS on 3-1/2 inch high-density diskettes or CD-ROM. Any program updates of QCS will be made available to the Contractor via the Government RMS Website as they become available.

# 1.3 SYSTEM REQUIREMENTS

The following listed hardware and software is the minimum system configuration that the Contractor shall have to run QCS:

### Hardware

IBM-compatible PC with 500 MHz Pentium or higher processor

128+ MB RAM for work station/ 256+MB RAM for server.

4 GB hard drive disk space for sole use by the QCS system

3 1/2 inch high-density floppy drive

Compact disk (CD) Reader 8X speed or higher

SVGA or higher resolution monitor (1024X768, 256 colors)

Mouse or other pointing device.

Windows compatible printer. (Laser printer must have 4 MB+ of RAM)

Connection to the Internet, minimum 256k BPS

### Software

MS Windows 98, ME, NT, or 2000

Word Processing software compatible with MS Word 97 or newer

Latest version of; Navigator, Microsoft Internet Explorer, or other browser that supports HTML 4.0 or higher

The Contractor's computer system shall be protected by virus protection software that is regularly upgraded with all issued manufacturer's updates throughout the life of the contract.

Electronic mail (E-mail) MAPI compatible.

## 1.4 RELATED INFORMATION

## 1.4.1 QCS User Guide

After contract award, the Contractor shall download instructions for the installation and use of QCS from the Government RMS Internet Website; the Contractor can obtain the current address from the Government. In case of justifiable difficulties, the Government will provide the Contractor with a CD-ROM containing these instructions.

# 1.4.2 Contractor Quality Control(CQC) Training

The use of QCS will be discussed with the Contractor's QC System Manager during the mandatory CQC Training class.

## CONTRACT DATABASE

Prior to the pre-construction conference, the Government shall provide the Contractor with basic contract award data to use for QCS. The Government will provide data updates to the Contractor as needed, generally by files attached to E-mail. These updates will generally consist of submittal reviews, correspondence status, QA comments, and other administrative and OA data.

### 1.6 DATABASE MAINTENANCE

The Contractor shall establish, maintain, and update data for the contract in the QCS database throughout the duration of the contract. The Contractor shall establish and maintain the QCS database at the Contractor's site office. Data updates to the Government shall be submitted by E-mail with file attachments, e.g., daily reports, schedule updates, payment requests. If permitted by the Contracting Officer, a data diskette or CD-ROM may be used instead of E-mail (see Paragraph DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM). The QCS database typically shall include current data on the following items:

#### 1.6.1 Administration

#### 1.6.1.1 Contractor Information

The database shall contain the Contractor's name, address, telephone numbers, management staff, and other required items. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver Contractor administrative data in electronic format via E-mail.

#### 1.6.1.2 Subcontractor Information

The database shall contain the name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor must be listed separately for each trade to be performed. Each subcontractor/trade shall be assigned a unique Responsibility Code, provided in QCS. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver subcontractor administrative data in electronic format via E-mail.

# 1.6.1.3 Correspondence

All Contractor correspondence to the Government shall be identified with a serial number. Correspondence initiated by the Contractor's site office shall be prefixed with "S". Letters initiated by the Contractor's home (main) office shall be prefixed with "H". Letters shall be numbered starting from 0001. (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C".

### 1.6.1.4 Equipment

The Contractor's QCS database shall contain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

### 1.6.1.5 Management Reporting

QCS includes a number of reports that Contractor management can use to track the status of the project. The value of these reports is reflective of the quality of the data input, and is maintained in the various sections of QCS. Among these reports are: Progress Payment Request worksheet, QA/QC comments, Submittal Register Status, Three-Phase Inspection checklists.

#### 1.6.2 Finances

### 1.6.2.1 Pay Activity Data

The QCS database shall include a list of pay activities that the Contractor shall develop in conjunction with the construction schedule. The sum of all pay activities shall be equal to the total contract amount, including modifications. Pay activities shall be grouped by Contract Line Item Number (CLIN), and the sum of the activities shall equal the amount of each CLIN. The total of all CLINs equals the Contract Amount.

### 1.6.2.2 Payment Requests

All progress payment requests shall be prepared using QCS. The Contractor shall complete the payment request worksheet and include it with the payment request. The work completed under the contract, measured as percent or as specific quantities, shall be updated at least monthly. After the update, the Contractor shall generate a payment request report using QCS. The Contractor shall submit the payment requests with supporting data by E-mail with file attachment(s). If permitted by the Contracting Officer, a data diskette may be used instead of E-mail. A signed paper copy of the approved payment request is also required, which shall govern in the event of discrepancy with the electronic version.

### 1.6.3 Quality Control (QC)

QCS provides a means to track implementation of the 3-phase QC Control System, prepare daily reports, identify and track deficiencies, document progress of work, and support other contractor QC requirements. The Contractor shall maintain this data on a daily basis. Entered data will automatically output to the QCS generated daily report. The Contractor shall provide the Government a Contractor Quality Control (CQC) Plan within the time required in Section 01451A, CONTRACTOR QUALITY CONTROL. Within seven calendar days of Government acceptance, the Contractor shall submit a data diskette or CD-ROM reflecting the information contained in the accepted CQC Plan: schedule, pay activities, features of work, submittal register, QC requirements, and equipment list.

### Daily Contractor Quality Control (CQC) Reports. 1.6.3.1

QCS includes the means to produce the Daily CQC Report. The Contractor may use other formats to record basic QC data. However, the Daily CQC Report generated by QCS shall be the Contractor's official report. Data from any supplemental reports by the Contractor shall be summarized and consolidated onto the QCS-generated Daily CQC Report. Daily CQC Reports shall be submitted as required by Section 01451A, CONTRACTOR QUALITY CONTROL. Reports shall be submitted electronically to the Government using E-mail or diskette within 24 hours after the date covered by the report. Use of either mode of submittal shall be coordinated with the Government representative. The Contractor shall also provide the Government a signed, printed copy of the daily CQC report.

### 1.6.3.2 Deficiency Tracking.

The Contractor shall use QCS to track deficiencies. Deficiencies

identified by the Contractor will be numerically tracked using QC punch list items. The Contractor shall maintain a current log of its QC punch list items in the QCS database. The Government will log the deficiencies it has identified using its QA punch list items. The Government's QA punch list items will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of both QC and QA punch list items.

### 1.6.3.3 Three-Phase Control Meetings

The Contractor shall maintain scheduled and actual dates and times of preparatory and initial control meetings in QCS.

### 1.6.3.4 Accident/Safety Tracking.

The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of the safety comments. In addition, the Contractor shall utilize QCS to advise the Government of any accidents occurring on the jobsite. This brief supplemental entry is not to be considered as a substitute for completion of mandatory reports, e.g., ENG Form 3394 and OSHA Form 200.

#### 1.6.3.5 Features of Work

The Contractor shall include a complete list of the features of work in the QCS database. A feature of work may be associated with multiple pay activities. However, each pay activity (see subparagraph "Pay Activity Data" of paragraph "Finances") will only be linked to a single feature of work.

### 1.6.3.6 QC Requirements

The Contractor shall develop and maintain a complete list of QC testing, transferred and installed property, and user training requirements in QCS. The Contractor shall update all data on these QC requirements as work progresses, and shall promptly provide this information to the Government via QCS.

#### 1.6.4 Submittal Management

The Government will provide the initial submittal register, ENG Form 4288, SUBMITTAL REGISTER, in electronic format. Thereafter, the Contractor shall maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall use QCS to track and transmit all submittals. ENG Form 4025, submittal transmittal form, and the submittal register update, ENG Form 4288, shall be produced using QCS. RMS will be used to update, store and exchange submittal registers and transmittals, but will not be used for storage of actual submittals.

#### 1.6.5 Schedule

The Contractor shall develop a construction schedule consisting of pay activities, in accordance with Contract Clause "Schedules for Construction Contracts", or Section 01320A, PROJECT SCHEDULE, as applicable. This schedule shall be input and maintained in the QCS database either manually or by using the Standard Data Exchange Format (SDEF) (see Section 01320A PROJECT SCHEDULE). The updated schedule data shall be included with each pay request submitted by the Contractor.

# 1.6.6 Import/Export of Data

QCS includes the ability to export Contractor data to the Government and to import submittal register and other Government-provided data, and schedule data using SDEF.

# 1.7 IMPLEMENTATION

Contractor use of QCS as described in the preceding paragraphs is mandatory. The Contractor shall ensure that sufficient resources are available to maintain its QCS database, and to provide the Government with regular database updates. QCS shall be an integral part of the Contractor's management of quality control.

# 1.8 DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM

The Government-preferred method for Contractor's submission of updates, payment requests, correspondence and other data is by E-mail with file attachment(s). For locations where this is not feasible, the Contracting Officer may permit use of computer diskettes or CD-ROM for data transfer. Data on the disks or CDs shall be exported using the QCS built-in export function. If used, diskettes and CD-ROMs will be submitted in accordance with the following:

# 1.8.1 File Medium

The Contractor shall submit required data on 3-1/2 inch double-sided high-density diskettes formatted to hold 1.44 MB of data, capable of running under Microsoft Windows 95 or newer. Alternatively, CD-ROMs may be used. They shall conform to industry standards used in the United States. All data shall be provided in English.

# 1.8.2 Disk or CD-ROM Labels

The Contractor shall affix a permanent exterior label to each diskette and CD-ROM submitted. The label shall indicate in English, the QCS file name, full contract number, contract name, project location, data date, name and telephone number of person responsible for the data.

# 1.8.3 File Names

The Government will provide the file names to be used by the Contractor with the QCS software.

# 1.9 MONTHLY COORDINATION MEETING

The Contractor shall update the QCS database each workday. At least monthly, the Contractor shall generate and submit an export file to the Government with schedule update and progress payment request. As required in Contract Clause "Payments", at least one week prior to submittal, the Contractor shall meet with the Government representative to review the planned progress payment data submission for errors and omissions. The Contractor shall make all required corrections prior to Government acceptance of the export file and progress payment request. Payment requests accompanied by incomplete or incorrect data submittals will be

returned. The Government will not process progress payments until an acceptable QCS export file is received.

# 1.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the requirements of this specification. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification.

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# SECTION 01330

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# SECTION 01330

# SUBMITTAL PROCEDURES

# PART 1 GENERAL

# 1.1 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with SECTION 01330, entitled "SUBMITTAL PROCEDURES":

SD-01 Data

Submittal Register; G-AOF

Submit submittal register[as an electronic database, using submittals management program furnished to contractor]. Submit with quality control plan and project schedule required by Section 01451, "CONTRACTOR QUALITY CONTROL". Do not change data in columns (c), (d), (e), and (f) as delivered by the government. Verify that all submittals required for project are listed and add missing submittals. Complete the following on the register[database]:

- Column (a) Activity Number: Activity number from the project schedule.
- Column (g) Contractor Submit Date: Scheduled date for approving authority to receive submittals.
- Column (h) Contractor Approval Date: Date contractor needs approval of submittal.
- Column (i) Contractor Material: Date that contractor needs material delivered to contractor control.

# 1.2 SUMMARY

# 1.2.1 Government-Furnished Information

Submittal register [database and submittal management program] will be delivered to the contractor, by contracting officer (on 3 1/2 inch disk). Register [database]will have the following fields completed, to the extent that will be required by the Government during subsequent usage.

- Column (c): Lists specification section in which submittal is required.
- Column (d): Lists each submittal description (SD No. and type, e.g. SD-04 Drawings) required in each specification section.
- Column (e): Lists one principal paragraph in specification section where a material or product is specified. This listing is only to facilitate locating submitted requirements. Do not consider entries in column (e) as limiting project requirements.
- Column (f): Indicate approving authority for each submittal. A "G" indicates approval by contracting officer; a blank indicates

approval by QC manager.

The database and submittal management program will be extractable from the disk furnished to contractor, for operation on contractor's IBM compatible personal computer with 640kb RAM, a hard drive, and 3 1/2 inch high density floppy disk drive.

### 1.2 DEFINITIONS

### 1.3 Submittal

Shop drawings, product data, samples, and administrative submittals presented for review and approval. Contract Clauses "FAR 52.236-5, Material and Workmanship, "paragraph (b) and "FAR 52.236-21, Specifications and Drawings for Construction," paragraphs (d), (e), and (f) apply to all "submittals."

# Types of Submittals

All submittals are classified as indicated in paragraph "Submittal Descriptions (SD)". Submittals also are grouped as follows:

- Shop drawings: As used in this section, drawings, schedules, diagrams, and other data prepared specifically for this contract, by contractor or through contractor by way of subcontractor, manufacturer, supplier, distributor, or other lower tier contractor, to illustrate portion of work.
- b. Product data: Preprinted material such as illustrations, standard schedules, performance charts, instructions, brochures, diagrams, manufacturer's descriptive literature, catalog data, and other data to illustrate portion of work, but not prepared exclusively for this contract.
- c. Samples: Physical examples of products, materials, equipment, assemblies, or workmanship that are physically identical to portion of work, illustrating portion of work or establishing standards for evaluating appearance of finished work or both.
- d. Administrative submittals: Data presented for reviews and approval to ensure that administrative requirements of project are adequately met but not to ensure directly that work is in accordance with design concept and in compliance with contract documents.

### 1.5 Submittal Descriptions (SD)

SD-01 Preconstruction Submittals

Certificates of insurance

Surety bonds

List of proposed subcontractors

List of proposed products

Construction Progress Schedule

Submittal schedule

Schedule of values

Health and safety plan

Work plan

Quality control plan

Environmental protection plan

# SD-07 Certificates

Statements signed by responsible officials of manufacturer of product, system or material attesting that product, system or material meets specification requirements. Must be dated after award of project contract and clearly name the project.

Document required of Contractor, or of a supplier, installer or subcontractor through Contractor, the purpose of which is to further quality of orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel qualifications.

Confined space entry permits.

# 1.6 SUBMITTAL CLASSIFICATION

Submittals are identified with submittal description (SD) numbers and are classified as follows:

# 1.6.1 Government Approved

Governmental approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

# 1.6.2 Designated Reviewers

The organization designated to perform the review for approval for items requiring Government approval (G) is identified by acronym in the REVIEWER column on the SUBMITTAL REGISTER, ENG FORM 4288 or ENG FORM 4288 (RMS). Following is a list of the acronyms used and their full description:

AOF = The Resident U.S. Army Corps of Engineers Area Office

RED = Real Estate Division, Detroit District, U.S. Army Corps of Engineers

AEN = The Architect/Engineer firm that designed the project

ECD = Engineering and Construction Division, Detroit District, U.S. Army Corps of Engineers

# 1.7 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals shall not be construed as

a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

### 1.8 DISAPPROVED SUBMITTALS

When a submittal is returned to the Contractor and marked "DISAPPROVED" or "APPROVED AS NOTED, REVISE AND RESUBMIT", the Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

### 1.9 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

### 3.1 GENERAL

The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Submittals shall be made in the required number of copies and to the applicable Area Office. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and stamped in accordance with ARTICLE titled STAMPS, and approved by the CQC representative. Each respective transmittal form (ENG FORM 4025) shall be signed and dated by the CQC representative certifying that the accompanying submittal complies with the contract requirements. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

### 3.2 SUBMITTAL REGISTER (ENG FORM 4288)

In Section 01999, is one set of ENG Form 4288 listing items of equipment and materials for which submittals are required by the specifications; this list may not be all inclusive and additional submittals may be required. The Contractor will also be given the submittal register as a diskette containing the computerized ENG Form 4288 and instructions on the use of the diskette. Columns "d" through "r" have been completed by the Government; the Contractor shall complete columns "a" and "s" through "u" and submit the forms (hard copy plus associated electronic file) to the Contracting Officer for approval within 10 calendar days after receipt of the Notice to Proceed. The Contractor shall keep this diskette up-to-date and shall submit it to the Government together with the monthly payment request. The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the contract. The submittal register and the progress schedules shall be coordinated.

# Resident Management System

Reference is made to the RMS specified in PART 3 of SECTION 01451, CONTRACTOR QUALITY CONTROL and the applicable SUBMITTAL INFORMATION form enclosed in SECTION 01999. The Contractor is not required to make duplicate submittals and shall use the RMS form in lieu of ENG FORM 4288. An RMS software module will be supplied to the Contractor for running and utilizing the RMS program.

### 3.3 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 10 calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals. An additional 5 calendar days shall be allowed and shown on the register for review and approval of submittals for refrigeration and HVAC control systems.

### 3.4 TRANSMITTAL FORM (ENG FORM 4025)

The sample transmittal form (ENG Form 4025) enclosed in SECTION 01999 shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor, or may be copied from the enclosed form. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

# SUBMITTAL PROCEDURE

Submittals shall be made as follows:

### 3.5.1 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and

annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

# 3.6 CONTROL OF SUBMITTALS

The Contractor shall carefully control its procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

# 3.7 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. The distribution of approved copies will be as specified in the Clause titled "SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION".

# 3.8 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals.

# 3.9 RESERVATION OF RIGHTS

The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

# 3.10 STAMPS

Stamps, approximately 2 inches high by 3 inches wide, and similar to the following, shall be used by the Contractor on the submittal data to validate approval:

CONTRACTOR			
(Firm Name)			
Approved			
Approved with corrections as noted on submittal data and/or attached sheets(s).			
SIGNATURE:			
TITLE:			
DATE:			

### 3.11 ACCIDENT PREVENTION PLAN

The format of the Contractor's Accident Prevention Plan shall be in accordance with APPENDIX A, MINIMUM BASIC OUTLINE FOR ACCIDENT PREVENTION PLAN of the SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385 1-1, 3 Sept 1996. A copy of NCE FORM 129 is included in SECTION 01999 for use in preparing activity hazard analysis documentation.

-- End of Section --

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# SECTION 01451

# CONTRACTOR QUALITY CONTROL

# PART 1 GENERAL

# 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

# AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740	(1995) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock Used in Engineering Design and Construction
ASTM E 329	(1995c) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

# 1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with SECTION 01330, entitled "SUBMITTAL PROCEDURES":

SD-01 Preconstruction Submittals

Quality Control Plan; G-AOF

At least ten (10) calendar days prior to commencing work submit a Quality Control Plan.

SD-07 Certificates

CQC System Manager; G-AOF

At least ten (10) calendar days prior to commencing work submit the qualification of the CQC manager.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

# 3.1 GENERAL

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with Clause titled "INSPECTION OF CONSTRUCTION." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both on-site and off-site, and shall be keyed to the proposed construction sequence. The project superintendent

will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with quality requirements specified in the contract. The project superintendent in this context shall mean the individual with the responsibility for the overall management of the project including quality and production.

# OUALITY CONTROL PLAN

### 3.2.1 General

The Contractor shall furnish for review by the Government, not later than 30 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of Clause titled "INSPECTION OF CONSTRUCTION." The plan shall identify personnel, procedures, control, instructions, records, and forms to be used. Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

### 3.2.2 Content of the CQC Plan

The CQC plan shall include, as a minimum, the following to cover all construction operations, both on-site and off-site, including work by subcontractors, fabricators, suppliers, and purchasing agents:

- a. Information required in the paragraph titled "IMPLEMENTATION OF GOVERNMENT RESIDENT MANAGEMENT SUSTEM (RMS)" shall be incorporated into the Contractor's Quality Control plan, as applicable.
- b. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC system manager who shall report to the project superintendent.
- c. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- d. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities and responsibilities. Copies of these letters shall also be furnished to the Government.
- e. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators suppliers, and purchasing agents. These procedures shall be in accordance with SECTION 01330, "SUBMITTAL PROCEDURES".
- f. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph

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requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.)

- g. Procedures for tracking preparatory, initial, and follow-up control phases, including documentation.
- h. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures will establish verification that identified deficiencies have been corrected.
- i. Reporting procedures, including proposed reporting formats.
- j. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may be generally considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list shall be as agreed upon during the coordination meeting.

# 3.2.3 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in its CQC plan and operations including removal of personnel, as necessary, to obtain the quality specified.

# 3.2.4 Notification of Changes

After acceptance of the CQC plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

# 3.3 COORDINATION MEETING

Immediately after adjournment of the required Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the Quality Control Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC plan shall be submitted in draft form for a review a minimum of 3 working days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, administration of the system for both on-site and off-site work, and the interrelationship of the Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting will be prepared by the Government and are to be signed by both the Contractor and the Contracting Officer or the Contracting Officer's Representative. The minutes shall be separate from the Preconstruction Conference minutes and shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

### Finalize COC Plan 3.3.1

Immediately following the Preconstruction Conference, the Contractor shall finalize the CQC plan, taking into account comments made at the conference, and shall formally submit the CQC plan for acceptance. The Contractor shall allow up to 10 calendar days for review and acceptance of the finalized submittal.

# QUALITY CONTROL ORGANIZATION

### 3.4.1 General

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure contract compliance. The Contractor shall provide a CQC organization which shall be at the site at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the contract. All CQC staff members shall be subject to acceptance by the Contracting Officer.

### 3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the on site work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. This CQC System Manager shall be a construction person with a minimum of 3 years in related work. This CQC system manager shall be on site at all times during construction and shall be employed by the prime Contractor The CQC System Manager shall be assigned as System Manager but may have duties as project superintendent in addition to quality control. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

### 3.4.3 Additional Requirements

In addition to the above experience and education requirements the CQC System Manager shall have completed the course titled "Construction Quality Management For Contractors". This course is periodically offered at one or more of the Area Offices within the District.

### 3.4.4 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times that the work related to the applicable skill is ongoing. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

### 3.5 SUBMITTALS

Submittals shall be as specified in SECTION 01330, titled "SUBMITTAL PROCEDURES". The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements.

### 3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures

that the construction, to include that of subcontractors, complies with the requirements of the contract. The controls shall be adequate to cover all construction operations and will be keyed to the proposed construction sequence. The controls shall include at least three phases of control to be conducted by the CQC system manager for all definable features of work, as follows:

### 3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications.
- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Review of provisions have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.
- The Government shall be notified at least 24 hours in advance of beginning any of the required action of the preparatory control phase. This phase shall include a meeting conducted by the CQC system manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by a completed Preparatory Inspection Checklist and by separate minutes prepared by the CQC system manager and attached to the daily QC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

### 3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of preliminary work to ensure that it is in compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 24 hours in advance of beginning the initial phase. A completed initial inspection checklist of this phase shall be prepared by the CQC system manager and attached to the daily QC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work on-site, or any time acceptable specified quality standards are not being met.

# 3.6.3 Follow-up Phase

Daily checks shall be performed to assure continuing compliance with contract requirements until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.6.4 Implementation of Government Resident Management System (RMS)

The Contractor shall utilize the Government-furnished CQC Management Report, NCE Form 63 for its daily reports. (Copy enclosed in SECTION 01999). Other Contractor desired reporting forms may be used in addition to this form. The Contractor shall use a government-furnished RMS CQC computer module for managing the quality control for this project. On the

Government-furnished Input Forms in SECTION 01999 for use with the RMS, the Contractor shall provide the following information:

- (1) Prime Contractor staffing
- (2) letter codes which the Contractor wishes to use in addition to those supplied with the program libraries. A list of current existing codes is provided in SECTION 01999.
- (3) subcontractor information showing trade, name, address, and insurance expiration dates
- (4) Definable features of work from a Government provided dictionary (may be expanded by the Contractor, as approved).

- (5) Pay activity and activity information, including minimum and maximum durations for each activity on a separate listing. The sum of all activity values shall equal the contract amount and, all Bid Items and Additives shall be separately identified, in accordance with the BIDDING SCHEDULE. Bid Items may include multiple activities, but activities may only be assigned to one such Bid Item. All of the data listed in this Subpart 6 shall be provided and the RMS CQC module shall be completed to the satisfaction of the Contracting Officer prior to any contract payments (except payments for bonds, insurance and/or mobilization as approved by the Contracting Officer) and shall be updated as required.
- (6) Required Quality Control tests (as applicable) tied to individual activities. The QC Reports/QC Requirements function of the RMS QC Module will be used to meet the requirements for tracking of verification and acceptance testing specified in the paragraph titled "Content of the CQC Plan".
- (7) Submittal information relating to specification section, bid item number, description, activity number, review period and expected procurement period
- (8) User schooling information (as applicable).

The above items shall be incorporated into the required submittal for the Contractor's Quality Control Plan required in the paragraph titled "QUALITY CONTROL PLAN" of this Section.

- a. During the course of the contract, the Contractor will receive various Quality Assurance comments from the Government that will reflect corrections needed to Contractor activities or reflect outstanding or future items needing the attention of the Contractor. The Contractor shall acknowledge receipt of these comments by specific number reference on its Daily CQC Report, and will also reflect on his Daily CQC Report when these items are specifically completed or corrected to permit Government verification. The contractor will use the QC COMMENTS function of the RMS QC Module to meet the requirements for tracking construction deficiencies as specified in paragraph titled, "Content of the CQC Plan".
- b. The Contractor's schedule system shall include, as specified and separate activities, all Preparatory Phase Meetings (inspections); all O&M Manuals (as applicable) and all Test Plans of Electrical and Mechanical Equipment or Systems that require validation testing or instructions to Contracting Officer Representatives (as applicable).
- 3.6.5 Additional Preparatory and Initial Phases

Additional preparatory and initial phases may be conducted on the same definable features of work as determined by the Government if the quality of on-going work is unacceptable; or if there are changes in the applicable QC staff or in the on-site production supervision or work crew; or if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

# 3.7 COMPLETION INSPECTION

### 3.7.1 Punch-Out Inspection

At the completion of all work the CQC system manager shall conduct an inspection of the work and develop a "punch list" of items which do not conform to the approved plans and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph "DOCUMENTATION" below, and shall include the estimated date by which the deficiencies will be corrected. The CQC system manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final Inspection.

### Pre-Final Inspection 3.7.2

The Government will perform this inspection to verify that the facility is complete and ready to be occupied, A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

### 3.7.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at this inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptable complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

# DOCUMENTATION

The Contractor shall maintain Daily Inspection Reports of quality control operations, activities, and tests performed, including the work of subcontractors. These records shall be on an acceptable form and shall include factual evidence that required quality control activities and/or tests have been performed, including but not limited to the following:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for

repair.

- c. Work performed today, giving location, description, and by whom. For dredging projects, the report shall always include the character and types of materials removed. Whenever there is a significant change in the materials, the location of such change shall be included in the reports.
- d. Control activities performed with results and references to specifications/plan requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.
- e. Quantity of materials received at the site, with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Identify submittals reviewed, with contract reference, by whom, and action taken.
- g. Off-site surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. List instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that the workmanship complies with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date(s)covered by the report, except that reports need not be submitted for days on which no work is performed. All calendar days shall be accounted for throughout the life of the contract. The first report following a period of no work shall be for that day and all the no-work days since the last reported work day. Reports shall be sequentially numbered for this project, signed and dated by the CQC system manager. The report from the CQC system manager shall include copies of reports prepared by all subordinate quality control personnel.

### 3.9 SAMPLE FORMS

Sample forms for the CQC Management Report, Preparatory Inspection Checklist, Initial Inspection Checklist, and other required reports and plans are enclosed in SECTION 01999. The Contractor shall tailor the checklists to include all reporting and quality control requirements specific to this project.

### 3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor at the site of the work, shall be deemed

sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor or subcontractor.

--End of Section--

# SECTION TABLE OF CONTENTS

# DIVISION 01 - GENERAL REQUIREMENTS

# SECTION 01999

# LISTING OF ENCLOSED DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

- PART 1 GENERAL
  - 1.1 ENCLOSURES
- PART 2 PRODUCT (NOT APPLICABLE)
- PART 3 EXECUTION (NOT APPLICABLE)
- -- End of Section Table of Contents --

# SECTION 01999

LISTING OF ENCLOSED DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

# PART 1 GENERAL

# 1.1 ENCLOSURES

CONSTRUCTION QUALITY MANAGEMENT REPORT - NCE FORM 63, 6 MAY 77. (2 Sides)

PREPARATORY INSPECTION CHECKLIST (3 SIDES)

INITIAL INSPECTION CHECKLIST (2 SIDES)

ACCIDENT PREVENTION PROGRAM ACTIVITY HAZARD ANALYSIS-NCE FORM 129, 6 JUNE 1986.

# RESIDENT MANAGEMENT SYSTEM FORMS

- A. CURRENT ACTIVITY SUMMARY (SAMPLE)
- B. INTIAL INSPECTION WORKSHEET
- C. PREPARATORY INSPECTION WORKSHEET
- D. CONTRACTOR QUALITY CONTROL REPORT (QCR)
- E. TRANSMITTAL SHEET (4025-R)

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATIONS OF COMPLIANCE ENG FORM 4025, MAY 91 (2 SIDES)

REPORT OF OPERATIONS - PIPELINE, DIPPER OR BUCKET DREDGES - ENG FORM 4267, JAN 70 (2 SIDES)

SUBMITTAL REGISTER - ENG FORM 4288, MAY 91

OVERDEPTH AND TOLERANCE DRAWINGS

NOTICE TO MARINERS FORM

BENCHMARKS AND HORIZONTAL CONTROL DATA

GENERAL DECISION NO. IL020018

GENERAL DECISION NO. WI020019

PART 2 PRODUCT (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

--- END OF SECTION --

# CONSTRUCTION QUALITY CONTROL MANAGEMENT

DATE			REPORT	
CONTRACTOR		CONTRACT NO		
PROJECT NAME		LOCATION		
WEATHER TYPE	TEMP. MAX	MIN RAINFAL	L GAGE READING_	
EMPLOYEES: SUPV	SKILLED	LABORERS	LENGTH OF SHIFT	HR
	· ·		AND AREA OF RESPONSIBI	LITY.
A				
B				
C				
D				
E				
	DAY: (LOCATION, DI		ID RESPONSIBILITY BY LETTE	
	( Relate to Hell	is on the Progress Chart of C	1 1/1)	
INSPECTION: (DESCRIPTION: (DESCRIPTION)		ECTION AND LOCATION	N. INCLUDE OFF-SITE, MA	ATERIALS ANI
A. PREPARATORY P	HASE:			
B. INITIAL PHASE:				
C. CONTINUOUS PHA	SE:			
RESULTS OF INSPECT	 ΓΙΟΝ: (INCLUDE FI	NDINGS, DEFICIENCIES (	OBSERVED & CORRECTIVE	ACTION)
				,

SECTION 01999 Page

EDITION OF 22 JUNE 76 IS OBSOLETE

NCE FORM 63 6 MAY 77

RESULTS OF SURVEILLANCE CONTINUED:
TEST PERFORMED: TYPE, LOCATION, RESULTS INCLUDING FAILURES & REMEDIAL ACTION, (ATTACH COPY OF TEST REPORT OR NOTATION WHEN IT WILL BE FURNISHED.)
WORK ITEMS BEHIND SCHEDULE: REASON, EFFECT ON PROGRESS SCHEDULE AND ACTION TAKEN.
JOB SAFETY: (REPORT CONDITIONS, DEFICIENCIES, CORRECTIVE ACTION & RESULTS.)
REMARKS: LIST ATTACHMENT AND OTHER MANAGEMENT ACTIONS TAKEN TO ASSURE QUALITY CONSTRUCTION
IF INSPECTION & RESULTS ARE NOT LISTED THEN IT IS ASSUMED THAT QUALITY CONTROL IS NOT BEING IMPLEMENTED.  THE ABOVE REPORT IS COMPLETE AND CORRECT AND ALL MATERIALS & SUPPLIES INCORPORATED IN THE WORK ARE IN COMPLIANCE WITH THE TERMS OF THE CONTRACT EXCEPT AS NOTED:
CONTRACTOR'S APPROVED REPRESENTATIVE SIGNATURE

# PREPARATORY INSPECTION CHECKLIST

CONTRACT NO:		DATE:	
TITLE:		SPECS. SECTION:	
MAJOR DEFINABLE SEGMEN	T OF WORK:_		
A. PERSONNEL PRESENT:			
<u>NAME</u>	<u>PO</u>	<u>SITION</u>	COMPANY
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
B. TRANSMITTAL INVOLVED <u>NUMBER &amp; ITEM</u>	o: <u>CODE</u>	<u>CONTRACTO</u>	R OR GOVERNMENT APPROVAL
1			
2			
3			
4			
5			

# PREPARATORY INSPECTION CHECKLIST

B-I. Have all items involved been approved	Yes	_ No
B-II. What item have not been approved?		
<u>ITEM</u> 1	<u>STATUS</u>	
2		
3		
4		
5		
C. Are all materials on hand?	Yes	No
C-I. Are all materials on hand accordance with	approvals? Yes_	No
C-II. Items not on hand or not in accordance wi	th transmittals:	
1		
2		
3		
4		
D. Test required in accordance with contract re	equirements:	
<u>TEST</u> 1	<u>PARAGRAPI</u>	<u>H</u>
2		
3		

Page 2 of 3

# PREPARATORY INSPECTION CHECKLIST

# 

QUALITY CONTROL – PRIME CONTRACTOR

Page 3 of 3

# INITIAL INSPECTION CHECKLIST

CONTRACT NO:		DATE:		
Description and Location of Work	Inspected:			
	Specs. Se	ection:		
REFERENCE CONTRACT DRAW	VING:			
A. PERSONNEL PRESENT :				
NAME I	POSITION	COMPANY		
2				
3				
l				
5				
ó				
·				
3				
)				
0				
B. MATERIALS BEING USED AI	RE IN STRICT COMPLIANCE V	WITH THE CONTRACT DI ANS		
		WITH THE CONTRACT LEANS		
AND SPECIFICATION: YES				
F NOT,EXPLAIN:				

# INITIAL INSPECTION CHECKLIST

C. PROCEDURES AND WORK METHODS WITNESSED ARE IN STRICT COMPLIANCE WITH				
THE REQUIREMENTS OF THE CONTRACT SPECIFICATIONS: YES NO_				
IF NOT, EXPLAIN:				
D. WORKMANSHIP IS ACCEPTABLE: YES NO STATE AREAS V	WHERE			
IMPROVEMENT IS NEEDED:				
E. SAFETY VIOLATIONS AND CORRECTIVE ACTION TAKEN:				
QUALITY CONTROL REPRES	ENTATIVE			

Page 2 of 2

# ACCIDENT PREVENTION PROGRAM ACTIVITY HAZARD ANALYSIS

Dage	οf
rage	OI

1. Contra	1. Contract No. 2. Project		Contract No. 2. Project 3. Facility		3. Facility
4. Date		5. Location	6. Estimated Start Date		
7. Item	8. Phase of Work	9. Safety Hazard	10. Precautionary Action Taken		
11. Contractor (Signature & Date)					
12. Report discussed with contractor/ superintendent on  13. Contracting Officer (Signature & Date)					



# **Current Activity Summary**

Project Name: Repair of North & South Piers, Baloney Harbor, MI Contract Number: DACW35-02-C-####

Location Name

Activity Number	Activity Description	QUANTITY	UNIT PRICE	AMOUNT
CLIN 0001	North and South Pier Repairs	1	\$3,437,787.18 / LS	\$3,437,787.18
1001	Bonds			\$49,136.00
1002A	Prepare & Mobilize Equipment			\$94,864.00
1002B	Prepare Site			\$72,500.00
1002C	Office Trailers & Utilities			\$22,500.00
1003A	Demobilize Equipment			\$5,000.00
1003B	Site Restoration			\$2,500.00
1003C	As-Built Drawings			\$2,500.00
1004A	Furnish SSP			\$750,000.00
1004B	Furnish Special Piles			\$50,000.00
1004C	Furnish SSP Pile Shoes			\$30,000.00
1004D	Fabricate Template			\$6,000.00
1004E	Excavate Driving Line			\$100,000.00
1004F	Set & Drive SSP			\$500,000.00
1004G	Backfill Driving Line			\$50,000.00
1004I	South Driving Line Obstruction Removal			\$117,787.18
1005A	Furnish Misc. Steel			\$193,000.00
1005B	Furnish Tie-Rods			\$20,000.00
1005C	Furnish Plate Washers			\$15,000.00
1005D	Furnish Fastners			\$12,000.00
1005E	Place Misc. Steel			\$280,000.00
1006A	Demo Concrete & Remove (Rubblemound)			\$100,000.00
1006B	Excavate Existing Cribs (Rubblemound Area)			\$185,000.00
1006C	Disposal of Demo Materials (Rubblemound Area)			\$25,000.00
1007A	Furnish H-Pile Materials			\$22,800.00
1007B	Install H-Piles			\$27,200.00
1008A	Furnish Rebar			\$135,000.00
1008B	Place Concrete (2000 CY @ \$250.00/CY)			\$500,000.00
1009A	Furnish Handrails			\$60,000.00
1009B	Place Handrails			\$7,000.00
1009C	Paint Handrails			\$3,000.00
				\$3,437,787.18
CLIN 0002	Fill Stone:	0	\$0.00 / NA	\$0.00
	No Activities Assigned	to this Bid Item.		
CLIN 0002AA	First 18,000 tons	18,000	\$22.50 / TN	\$405,000.00
2001	Furnish & Place Fill Stone - 1st 18,000 Tons			\$405,000.00
				\$405,000.00
CLIN 0002AB	Over 10,000 tons	2,000	\$22.50 / TN	\$45,000.00
2101	Furnish & Place Fill Stone - Over 18,000 Tons			\$45,000.00
0/ 11/ 0000			<b>A A A A A A A A A B A B B B B B B B B B B</b>	\$45,000.00
CLIN 0003	Underlayer Stone:	0	\$0.00 / NA	\$0.00
OL IN 0000 A A	No Activities Assigned		\$24.50 / TN	\$4.44.750.00
CLIN 0003AA	First 4,500 Tons Furnish & Place Underlayer Stone - 1st 4,500 Tons	4,500	\$31.50 / TN	\$141,750.00 \$141,750.00
3001	i umish & Flace Unidenayer Stuffe - 15t 4,500 TURS			\$141,750.00 \$141,750.00
CLIN 0003AB	Over 4,500 tons	450	\$31.50 / TN	\$14,175.00
3101	Furnish & Place Underlayer Stone - Over 4,500 Tons	450	φ31.30 / TN	
3101	i uiliisii & Flace Offuellayet Stoffe - Ovet 4,300 Toffs			\$14,175.00 \$14,175.00
CLIN 0004	Scour Stone:	0	\$0.00 / NA	\$14,175.00 <b>\$0.00</b>
OLIN 0004	GCOUI GCOIIG.	U	φυ.υυ / NA	φ0.00





# **Current Activity Summary**

Project Name: Repair of North & South Piers, Baloney Harbor, MI Contract Number: DACW35-02-C-####

Location Name

Activity Number	Activity Description	QUANTITY	UNIT PRICE	AMOUNT
CLIN 0004	Scour Stone: (Continued)	0	\$0.00 / NA	\$0.00
	No Activities Assig	ned to this Bid Item.		
CLIN 0004AA	First 3,500 tons	3,500	\$27.50 / TN	\$96,250.00
4001	Furnish & Place Scour Stone - 1st 3,500 Tons			\$96,250.00
				\$96,250.00
CLIN 0004AB	Over 3,500 tons	600	\$27.50 / TN	\$16,500.00
4101	Furnish & Place Scour Stone - Over 3,500 Tons			\$16,500.00
				\$16,500.00
CLIN 0005	Bedding Stone:	0	\$0.00 / NA	\$0.00
	No Activities Assig	ned to this Bid Item.		
CLIN 0005AA	First 3,000 tons	3,000	\$28.00 / TN	\$84,000.00
5001	Furnish & Place Bedding Stone - 1st 3,000 Tons			\$84,000.00
				\$84,000.00
CLIN 0005AB	Over 3,000 tons	600	\$28.00 / TN	\$16,800.00
5101	Furnish & Place Bedding Stone - Over 3,000 Tons			\$16,800.00
				\$16,800.00
CLIN 0006	Armor Stone:	0	\$0.00 / NA	\$0.00
	No Activities Assig	ned to this Bid Item.		
CLIN 0006AA	First 6,000 tons	6,000	\$34.00 / TN	\$204,000.00
6001	Furnish & Place Armor Stone - 1st 6,000 Tons			\$204,000.00
				\$204,000.00
CLIN 0006AB	Over 6,000 tons	825	\$34.00 / TN	\$28,050.00
6101	Furnish & Place Armor Stone - Over 6,000 Tons			\$28,050.00
				\$28,050.00

Sum of CLINs \$4,489,312.18 **Sum of Activities** \$4,489,312.18 \$0.00 Difference

# North & South Pier Repair, Baloney Harbor, MI DACW35-02-C #### Grand Haven Area Office

# INITIAL INSPECTION WORKSHEET

# DEFINABLE FEATURE OF WORK: Site Cast Concrete

# A. ACTIVITIES INCLUDED UNDER Site Cast Concrete -

ABC Company, Inc

 1008A
 Furnish Rebar
 \$135,000.00

 1008B
 Place Concrete (2000 CY @ \$250.00/CY)
 \$500,000.00

\$635,000.00

# **B. QUALITY CONTROL REQUIREMENTS -**

SUBMITTALS REQUIRED -	
00700 1	

DIVITI TALS K	こべいはこり	' <del>-</del>		
00700	1	SF 1413 for Subcontracts		Not submitted
03250	1	Expansion Joint Materials	_ <sub>A</sub>	Approved
03307	1	Batching and Mixing Equipment	F	Receipt
03307	2	Conveying and Placement Equipment	F	Receipt
03307	3	Reinforcing Steel (Mat Steel, Bar Steel	Α	Approved
03307	4	Concrete Mixture Proportions;	Α	Approved
03307	5	Cementitious Material	Α	Approved
03307	6	Aggregates	Α	Approved
03307	7	Manufacturer's Literature	Α	Approved
03307	8	Batching & Mixing Equipment - Redi-Mix	F	Receipt
03307	9	Conveying & Placing Equipment - Redi-Mix	F	Receipt
03307	10	Concrete Mix Proportions - Redi-Mix	Α	Approved
03307	11	Cementitious Material - Redi-Mix	Α	Approved
03307	12	Aggregates - Redi Mix	Α	Approved
03307	13	Manufacturer's Data; AEA - Redi-Mix	Α	Approved
03307	14	Manufacturer's Data; WRA - Redi-Mix	Α	Approved
05500	2	Welders	F	Receipt
05552	4	Mill Certs - Ladder Grab Rails	Α	Approved

# QC TESTS -

CT # 00001 Obtain 1 Cylinder for strength testing at 7 days and 2 Cylinders for 28 days. Minimum of Not Performed one set per day or 1 set per every 150 CY placed. (ASTM C-94)
Required strength at 7 Days = 2,800 p.s.i.; 28 Days = 4,000 p.s.i.

CT # 00002 Check Batch slips for water/cement ratio not to execeed 0.40 by weight Not Performed

CT # 00003 Check Slump at both mixer and discharge ends:

Not Performed

Pumped = 3" - 7" at discharge

Maximum of 5" at Mixer if no admixture used Maximum of 7" at mixer if admixture is used

2 checks per shift is minimum required

CT # 00004 2 Air Content tests required per shift. Check approved mix design for maximum and Not Performed

minimum values acceptable.

# C. QA/QC PUNCH LIST ITEMS -

# North & South Pier Repair, Baloney Harbor, MI DACW35-02-C -### Grand Haven Area Office

# **INITIAL INSPECTION WORKSHEET**

	DEFINABLE F	EATURE OF	WORK : Site Cast	Concrete		
c. c	A/QC PUNCH LIST ITEMS - Cont. INCLUDE ADDITIONAL COMMENTS ON D.					
D. L	ABOR RATES -	BASIC	FRINGE	PLUS	TOTAL	
- - -	CLASSIFICATIONS	RATE	BENEFITS	% ————————————————————————————————————	WAGE/HF	₹
- E. II	NSPECTION CHECKS -					N COMPLIANCE
	Check rebar for proper bar sizes, per approvement of the control o	des and top s e Governmen degree of bro during placem	urface. t Representative. I oming. ent and finishing o	f the concrete	. <u> </u>	Yes/ No/ NA
9. 10 <u>.</u>						
	OB SITE SAFETY -	od to wear we	orlanasta (DEDa)		ı	N COMPLIANCE Yes/ No/ NA
7	All employees working over water are require All employees are to wear hard hats.  Concrete Pump must be shut down prior to Review Activity Hazard Analysis for Concrete	cleaning. e Work prior t	o performing this v			
8 G. C	A Evaluation Notes -					DISCUSSED
۷.						Yes/ No/ NA  

# North & South Pier Repair, Baloney Harbor, MI DACW35-02-C-####

Grand Haven Area Office

# PREPARATORY INSPECTION WORKSHEET

DEFINABLE FEATURE OF WORK: Site Cast Concrete

A ACTIVITIES IN	ICLUDED UNDER Site	Coat Can				
ABC Company, Inc	ICLUDED UNDER Site ( c.	Cast Con	crete -			
1008A 1008B	1008A Furnish Rebar \$138					
SUBMITTALS REQUIRED  00700 1  03250 1  03307 1  03307 2  03307 3  03307 4  03307 5  03307 6  03307 7  03307 8  03307 9  03307 10  03307 11  03307 12  03307 12  03307 13  03307 14  05500 2  05552 4  C. QA/QC PUNCE	SF 1413 for Subcontracts Expansion Joint Materials Batching and Mixing Equipme Conveying and Placement Ec Reinforcing Steel (Mat Steel, Concrete Mixture Proportions Cementitious Material Aggregates Manufacturer's Literature Batching & Mixing Equipmen Conveying & Placing Equipmen Concrete Mix Proportions - R Cementitious Material - Redi- Aggregates - Redi Mix Manufacturer's Data; AEA - I Manufacturer's Data; WRA - I Welders Mill Certs - Ladder Grab Rails	ent quipment Bar Steel s; t - Redi-Mix ent - Redi-M edi-Mix Mix Redi-Mix Redi-Mix		_ A F F A A A A A A F A	Receipt Receipt Approved Approved Approved Approved Approved Approved Receipt Receipt Approved Receipt	
LABOR RATE  CLASSIFIC	OR	BASIC RATE	FRINGE BENEFITS	PLUS % 	TOTAL WAGE/HR	

12 Jul 2002

### North & South Pier Repair, Baloney Harbor, MI DACW35-02-C -#### Grand Haven Area Office

## PREPARATORY INSPECTION WORKSHEET

DEFINABLE FEATURE OF WORK : Site Cast Concrete

SPECIFICATIONS -	
COMMENTS / CONFLICTS	
	DISCUSSED Yes/ No/ NA
ON PREVIOUS PROJECTS -	DISCUSSED
	Yes/ No/ NA
	IN COMPLIANCE
	Yes/ No/ NA
	IN COMPLIANCE
	IN COMPLIANCE Yes/ No/ NA
NOTES -	DISCUSSED
	Yes/ No/ NA
	NOTES -

#### REPORT NUMBER CONTRACTORS QUALITY CONTROL REPORT (QCR) 92 Page 1 of 2 DAILY LOG OF CONSTRUCTION - CIVIL DATE 22 Jun 2001 - Friday **PROJECT** CONTRACT NUMBER North & South Pier Repair, Baloney Harbor, MI DACW35-02-C-#### NA CONTRACTOR WEATHER Weather Caused No Delay ABC Company, Inc. 555 Imagination Road, Fantasy, MI 49494 Temperature Min 80 °F, Max 63 °F; 0.01 IN Precipitation; 10 MPH Wind **QC NARRATIVES Activities in Progress:** Set and drove 24 sheets of SSP Installing Miscellaneous Steel Waler sections c/s 4+00W to 4+50W 123 Tons of Fill stone placed between existing structure and req'd SSP wall from c/s 6+25 W to 6+75W. Safety Inspection / Safety Meetings: Weekly Safety Meeting held today - Use of PPE - Hrad hats & Work Vests PREP/INITIAL DATES (Preparatory and initial dates held and advance notice) A preparatory inspection was held today for the following feature: Miscellaneous Steel & Handrail An initial inspection was held today for the following feature: Miscellaneous Steel & Handrail **ACTIVITY START/FINISH** The following activity was started today: Activity No Description Furnish & Place Fill Stone - 1st 18.000 Tons 2001 No activities were finished today **QC REQUIREMENTS** The following 4 QC requirements were completed today: Requirement No Type Description Results CT-00001 QC Testina Check Plumbness of piles during driving Completed CT-00002 QC Testina Check horizontal placement of piling (Check for Pile-Walk) Completed CT-00003 QC Testing Check vibratory hammer driving rate for SSP - 12"/minute is the minimum rate. If Completed exceeded, switch to Impact hammer. CT-00004 QC Testing Video Tape Interlocks of piling after driving SSP Completed **QA/QC PUNCH LIST** (Describe QC Punch List items issued, Report QC and QA Punch List items corrected) The following QC Punch List item was issued today: Item No Location QC-00001 4+25W Cut-off sheets to finish grade from 4+00W to 4+50W No Punch List items were corrected today CONTRACTORS ON SITE (Report first and/or last day contractors were on site) No contractors had their first or last day on site today **LABOR HOURS** The following labor hours were Reported today: Number of Hours Labor Classification Employees Worked **IRONWORKER** 3.0 10.0 PILE DRIVING SETTER 10.0

2.0

CONTRACTORS	QUALITY CONTRO	L REPORT (QCR)	REPORT NUMBER 92 Page 2 of 2						
	OF CONSTRUCTION		DATE						
			22 J	un 2001 - Friday	/				
PROJECT North & South Pier R	epair, Baloney Harbor, MI			RACT NUMBER CW35-02-C-####	ŧ				
ABC Company, Inc.	PILE DRIVER OPERATOR	२		1.0	10.0				
Total hours worked to date:	30.0		Total	6.0	30.0				
EQUIPMENT HOURS									
The following equipment he	ours were Reported to	day:		Standby	Operating				
Equipment ID	Description			Hours	Hours				
00000002	Vibratory Hammer			0.0	10.0				
0000003	Arc Welder			0.0	8.0				
0000004	Crane - 100' Boom		Total	0.0	<u>10.0</u> 28.0				
Total operating hours to date	28.0		TOLAI	0.0	26.0				
ACCIDENT REPORTING (Desc	ribe accidents)								
No accidents reported toda	v								
CONTRACTOR CERTIFICATION	n hehalf of the contract	tor I certify that this De	enort is complete a	nd correct and	f all equipment an				
m	aterial used and work	tor, I certify that this Reperformed during this is, to the best of my kno	Reporting period a	re in complian					

Т	RANSMITTAL OF SHOP DRAWINGS, EQUIPM	ATERIAL SAMPLES, OR	DATE			TRANSMITTAL NO.			
	MANUFACTURER'S CERTIFICA				06/06/200	2	02	2486-37.2	
	(Read instructions on the reverse side	e prior to initiating t	his form)						
	SECTION I - REQUEST F	OR APPROVAL	OF THE FOLLOWING ITEMS	(This se	ction will be in	nitiated by the o	contractor)		
	nd Haven Area Office		ompany, Inc	CONTRAC	T NO.		CHECK ONE:  THIS IS A NEW TRANSMITTAL		
	South Harbor Street . Box 629		agination Park Road	DACW	/35-02-C-###	# NA	THIS IS A N		
_	nd Haven, MI 49417	Fantasy	, MI 49494				TRANSMITTAI02486-37.1		
SPECIFIC	ATION SEC. NO. (Cover only one section with each	PROJECT TITLE A	ND LOCATION	· II			CHECK ONE: THIS TRANSMITTAL IS		
transmittal	,			1			FOR X FIO		
ITEM NO.	DESCRIPTION OF ITEM SUBMITTED (Type size, model number/etc.)		MFG OR CONTR. CAT., CURVE	NO. OF COPIES		REFERENCE UMENT	FOR CONTRACTOR USE CODE	VARIATION (See Instruction	FOR CE USE
			DRAWING OR BROCHURE NO.	COPIES	SPEC. PARA. NO.	DRAWING SHEET NO.	USE CODE	No. 6)	CODE
a.	b.		(See instruction no. 8)	d.	e.	f.	g.	h.	i.
12	Production Test Results		DATA	3	3.2.3.4				F
REMARKS					I certify that	the above subm	itted items have I	peen reviewe	<u> </u>
112111111111					in detail and	are correct and	in the strict con	formance wit	
					stated.	wings and speci	fications except a	is otherwise	
						NAME AND SIG	NATURE OF CON	TRACTOR	
		SEC.	TION II - APPROVAL ACTION		1	NAME AND SIG	MATURE OF CON	INACION	
ENCI OSI I	RES RETURNED (List by item No.)	320	NAME, TITLE AND SIGNATURE OF APP	PROVING AI	ITHORITY		DATE		
L. 10L000	THE THE CONTROL (LIGHT SY HOTT TWO.)		TO THE PROPERTY OF ALL		O.		D/(12		

**ENG FORM 4025-R, MAR 95** (ER 415-1-10) EDITION OF SEP 93 IS OBSOLETE. SHEET 1 OF 1 (Proponent CEMP-CE)

Т		NUFACTURER'S CER'	UIPMENT DATA, MATE FIFICATES OF COMPLIA The se side prior to initiating this form	ANCE	S, OR	DATE			TRANSMITTAL	NO.	
			ST FOR APPROVAL OF		ING ITEMS (This	section will	he initiated by	v the contracto	r)		
TO:		FRO				CONTRA			CHECK ONE:		_
SPECIFICAT transmittal)	TON SEC. NO (Cove	r only one section with each	PROJECT TITL	E AND LOCATION	ON						
ITEM NO.		DISCRIPTION OF ITE (Type size, model )			MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO. (See instruction no. 8)	NO. OF COPIES		T REFERENCE UMENT DRAWING SHEET NO.	FOR CONTRACTOR USE CODE	VARIATION (see Instruction No. 6)	FOR CE USE CODE
a.		b.			c.	d.	e.	f.	g.	h.	i.
REMARKS					1		in det	ail and are correct act drawings and	submitted items have et and in strict conform specifications except a	nance with the as otherwise stated.	
			SECTIO	N II – APPROV	AL ACTION						
ENCLOSURES	RETURNED (List by )	item No.)	SECTIO		LE, AND SIGNATUR	E OF APPI	ROVING AUT	ГНОКІТҮ	1	DATE	
ENG FORM 4	025, MAY 91	(ER 415-1-10)	EDITION OF AUG 89 I	S OBSOLETE.	;	SHEET	OF	_	(Propon	ent: CEMP-CE)	

#### INSTRUCTIONS

- 1. Section I will be initiated by the Contractor in the required number of copies.
- 2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
- 3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288 for each entry on this form.
- 4. Submittals requiring expeditious handling will be submitted on a separate form.
- 5. Separate transmittal form will be used for submittals under separate sections of the specifications.
- 6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specification -- also, a written statement to that effect shall be included in the space provided for "Remarks".
- 7. Form is self-transmittal, letter of transmittal is not required.
- 8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
- 9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

#### THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

A -- Approved as submitted. E -- Disapproved (see attached)

B -- Approved, except as noted on drawings. F -- Receipt acknowledged

C -- Approved, except as noted on drawings FX -- Receipt acknowledged, does not comply Refer to attached sheet resubmission required.

D -- Will be returned by separate correspondence. G -- Other (Specify)

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

\* U.S. Government Printing Office: 1991

RE	PORT OF	OPER	ATION	S - PIPE	LINE, [	DIPP	ER C	R BU	CKET	DR	REDO	GES	REP	PORTS CON ENGC			1BOL
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AND BAR	LOCATIO	N (inclu	ıde stat	ion numb	ers)												
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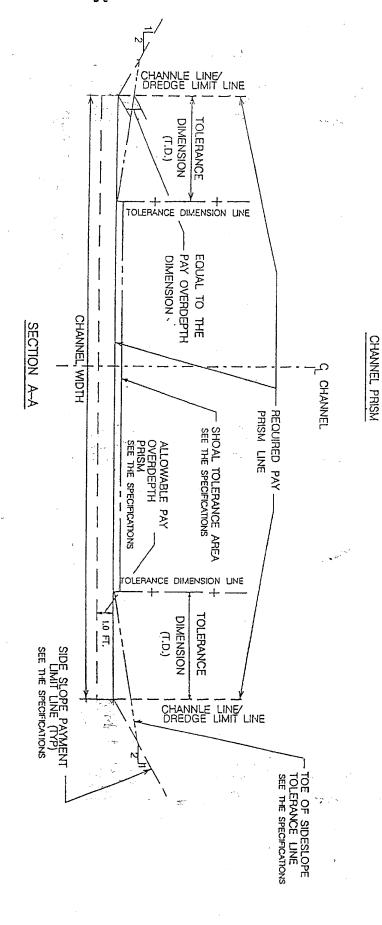
				S	UMMARY OF COSTS	
				IT	TEMS	COST
DIRECT PLAN	T OPERA	ATING COS	STS			
UNIFOR	M DAIL	/ RATE BA	SIS (To be	completed	when submitting Status and Completion reports.)	
CH		d to exclud		A <u>T</u> rement cost		
					submiting Annual report.)	
	BSISTEA	CE & QUA		PER DIEM	& MILEAGEPER BARREL	
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PLA	ANT OW	NERSHIP (	COSTS (as	computed b	elow)	
AT	TENDAN	IT PLANT.				
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FUEL (oil)	BBLS				TOTAL COST OF PLANT (End of F.Y. reporting period)	
LUBRICANT (oil)	GAL				BOOK VAULE (End of F.Y. reporting period)	
LUBRICANT (grease)	LBS				BALANCE IN PLANT ACCOUNT (End of F.Y. reporting period)	
WATER	GAL				PLANT OWNERSHIP COSTS (Actual for F.Y. reporting period):  DEPRECIATION	
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					CESSATION OF WORK	
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MISCELLANEOU SUPPLIES						
TOTAL					TOTAL	
REMARKS			<u>'</u>			
	-			I		
SUBMITTED BY	(Name,	title, and	signature)	RECOMMEI ture)	NDED BY (Name, title, and signa- APPROVED BY (Name, ti	tle, and signature)

TITLE AND LOCATION

CONTRACTOR

CONTRACT NO.

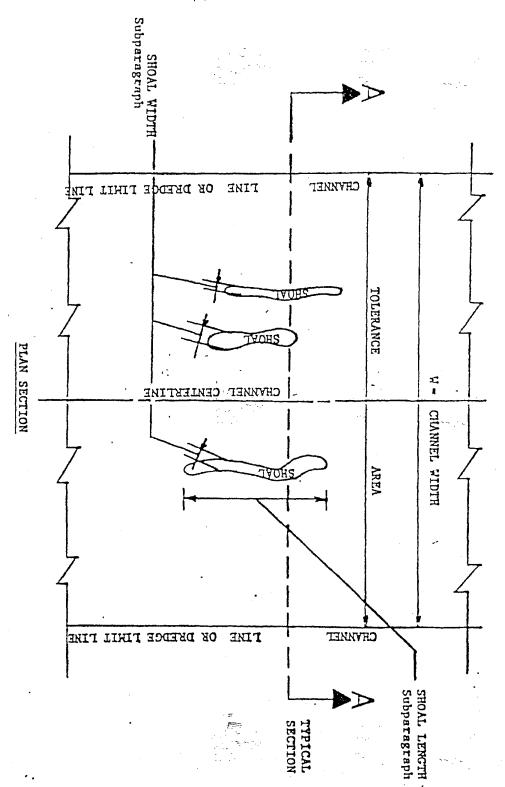
FY04	4 Ma	aintenan	ce Dredging Green Bay Harbor, Wi														
					G	C SCI	ONTRACTO	R: TES	CON	ITRACTOR ACTION		APF	PROVING AU	THOF	RITY		
ACT-V-TY NO	TRANSM-TTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	P A R A G R A P H	OVT OR A/E REVWR	SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	∢CF-OZ COD⊞	DATE OF ACTION	DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACT-OZ CODE	DATE OF ACTION	MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(I)	(m)	(n)	(0)	(p)	(p)	(r)
		01100	SD-01 Preconstruction Submittals														
			Traffic Control Plan	1.4.8	G AOF												
			Accident Prevention Plan														
			Payrolls and Basic Records														
			Progress Chart		G AOF												
		01101	SD-01 Preconstruction Submittals														<u> </u>
			Additional Property Agreements	1.2.2	G AOF												<u> </u>
		01130	SD-01 Preconstruction Submittals														<u> </u>
			Environmental Protection Plan	1.5	G ECD												<u> </u>
		01330	SD-01 Preconstruction Submittals														
			Submittal Register		G AOF												<del> </del>
		01451	SD-01 Preconstruction Submittals														<u> </u>
			Quality Control Plan		G AOF												<u> </u>
			SD-07 Certificates														
			CQC System Manager		G AOF												<del></del>
		02482	SD-01 Preconstruction Submittals														
			Dredging, Conveyance and		G AOF												
			Placement Plan														
			Dredging Placement Safety Plan														
			Sounding Records														
																	<del> </del>
																	<del> </del>



NOTE: THE EXISTING CHANNEL

BOTTOM IS NOT SHOWN

SEE THE SPECIFICATIONS - SUBPARAGRAPH OVERDEPTH AND TOLERANCES' SECTION 02482 DREDGING



See the Subparagraph "Overdepth and Tolerances" SECTION 02482 "DREDGING"

CHANNEL SHOAL TOLERANCE
Subparagraph

. 4.4.

### NINTH DISTRICT LOCAL NOTICE TO MARINERS GENERAL NOTICE ENTRY FORM

1. NAME OF COMPANY:	
2. TYPE OF OPERATION:	
3. LOCATION:	
4. COMMENCE DATE:	COMPLETE DATE:
5. HOURS OF OPERATION:	TO:
6. DAYS OF OPERATION:	TO:
7. NAME OF CONTACT VESSEL:	
8. VHF - FM CHANNELS MONITORED:	
9. SPECIAL REQUIREMENTS/REMARKS:	
10. FOR FURTHER INFORMATION CONTACT:_	
11. TELEPHONE #:	
12. SIGNATURE:	DATE:

"NOTE"

TEMPORARY MOORING BUOYS ARE REQUIRED TO BE WHITE WITH A BLUE HORIZONTAL BAND AROUND THE CIRCUMFERENCE OF THE BUOY AND THE WATER LINE. FOR MORE DETAILS CONCERNING REGULATIONS OF MOORING BUOYS REFER TO 33 CODE OF FEDERAL REGULATION PART 66.10-45. A COLOR DEPICTION OF A MOORING BUOY CAN BE FOUND I THE LIGHT LIST VOL. VII GREAT LAKES 1989 (PLATE 4).

#### STATION RECOVERY PROJECT COUNTY STATE Green Bay Brown Wisconsin AGENCY US Corps of Engineers MAME 1 STAMPINGS 90-5 90-5 TYPE Brass Cap CONDITION New

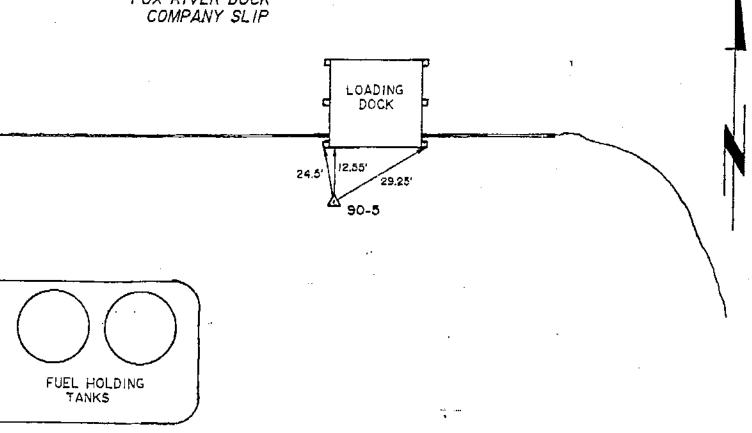
### DESCRIPTION

In the city of Green Bay, Wisconsin on the Northwest side, upon crossing Tower Drive Bridge, take Velp Avenue exit (heading West bound lane) turn left at stop sign. Turn right on Hurlbut Street and proceed to Bylsby Avenue, turn right. Approx. 1/8 to 1/4 mile, turn left at upper coal company signs. Upon entering property travel along side the South side of holding tanks at the end of tanks turn left and look for loading dock.

	HORIZONTAL DATA MARS	VERTICAL DATA
DATE 19 SEP 90	EASTING (X) 2487 466.475	IGLD
		USC & GS

90-5

FOX RIVER DOCK COMPANY SLIP



STATION DESIGNATION	57-A	FILE	<del>_</del>	SHEET	NUMBER	
PROJECT Green Ba	yv	CHANNE	EL/REACH	<u> </u>		
QUAD Green Bay	West, Wisc	onsin			NOAA CHART #1	4918
CITY/TWP Green Ba	COUNTY	Marown Brown	STATE	WI TWP	24N RANGE	20E
MARKER TYPE Std.	Bronze Di	sk	_SET BY	K.P.O.	OFFICE/AGENCY	U.S.C.E.
DATE SET1957	ORIGIN OF	CONTROL: HORIZ	G.P.	.s	VERT.	<u></u>
			ZONTAL		· ·	
DATUM NAD 83	LATITUDE	44°-32'-10.	50225"	LONGITUDE	<u>88°-00'</u> -07.60	821"
SPC Y 262663.43	3 1	(NORTHIN	(G) X	248 <u>9</u> 397.6	02	(EASTING)
STATE WI	PROJECTION	<u> Lambert</u>		zone <u>Cen</u>	tral cone	4802
	AZIMUTH MARK				GRID AZ	
Radio antenna C	Green Bay S	ewage Treati	ment		115°-06'-23"	
Light on Cellco	om radio to	wer	<u>.                                    </u>		265°-01'-40"	
	<del></del>					
		VER	TICAL		-	·
elev. In feet: IGLD	NGVE _	NA	VD 88	oʻ	THER	
PROPERTY OWNER						
· · · · · · · · · · · · · · · · · · ·						
DATE:	RECOVER	RY/REVISIONS/REA	ARKS			BY:
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		DESC	RIPTION			
Monument is loc	ated (0.1)	one tenth o	of a mi	ile south	of the interse	ection of
east Bay Shore						
<u>bronze disk set</u>	<u>in a (8")</u>	eight inch	well c	casing, s	et in concrete	approxi-
mately one foot				<u>.                                    </u>		
SKETCH:						
PARK	ING LOT	. 1		•		
	FOR	/			N	
	SCAT RAMP	/ /	/		· †	
		/ /	,			
		TEL. POLE / /	/		ı	
	NO.	8CC57	/			
		61.7	24'	GAS LINE PIPE		
<del></del>	·-		$\searrow$	Q 17.30		
ROAD	TO COAST GUARD					
			- [ ,	<b>(4)</b>		
<del></del>			40.	RE'		

FOR G.S.Y.C.

PARKING LOT

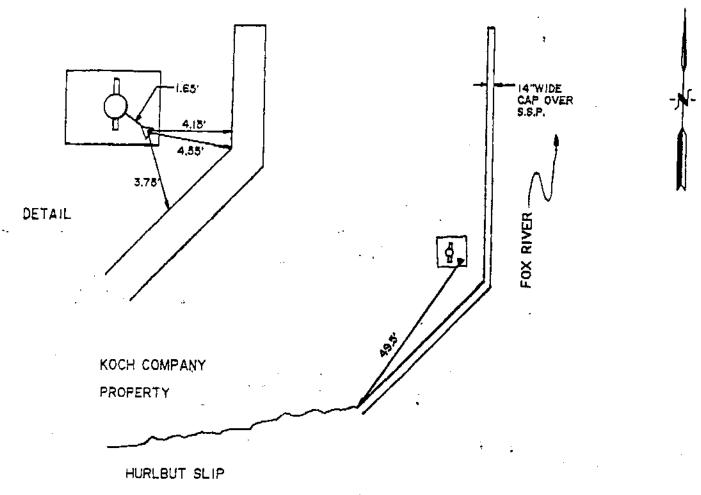
STATION DESIGNATION	<del></del>	FILE	SHEET	NUMBER	
PROJECT Green B	ay	CHANNEL	/REACH		
QUAD Green Bay	west wisco	nsin		NOAA CHART # 14918	
CITY/TWP Green B	ay county	Brown s	TATE WI	rwp 24N range 20E	
MARKER TYPE Std.	Bronze Dis	<u>k</u>	<b>вет ву</b> К.Р.	O. OFFICE/AGENCY U.S.C.E	Ξ.
DATE SET	ORIGIN OF	CONTROL: HORIZ.	G.P.S.	VERT	
		HORIZO		-	
DATUM NAD 83	LATITUDE	44°-32'-16.3	4438" LONGIT	UDE 88°-00'-26.86529"	
<b>SPC Y</b> 263220.599	9	(northing	) <b>x</b> 24879	88.705 (EAST)	ING)
STATE WI	PROJECTION	Lambert	ZONE	Central CODE 4802	
	AZIMUTH MARK			GRID AZ.	
Radio antenna (				112°-36'-53"	
Brown County Co	ourthouse f	lag pole		189°-32'-29"	
		<del></del>			
		VERT	<u>ICAL</u>		
ELEV. IN FEET: IGLD	NGVE _	NAVD	88	other	
PROPERTY OWNER	<u> </u>		ACCESS NOTE	s	
	<del></del>		-		
DATE:		RY/REVISIONS/REMA	<del></del>	<u>BY</u> :	
<u>Jan. 1989</u>	Control N	etwork Upgrad	le	<u>Schneider Eng.</u>	
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			···-		
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				e bullard base on the We	
				ılliam coal slip entranc	<u>e</u>
in the City of			East of in	tersection of Bylsby	
Avenue and Hurl			<del></del>		<del></del>
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	<u> </u>	 <del>-</del>	S 1/2 '	}	
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			H'M		
ç	DNCRETE		29	) '	
	EQUIP.	5' 4=	37.96	1	
	"===	6	_	LIGHTED	
	S.S.P.	3.9 29.	YET.	WOIK DOLPHIN	
PILE	51,70	10,4			
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STATION DESIGNATION	84-2	FILE	SHEET	NUMBER
				NOAA CHART # 14918
				24N RANGE 20E
				OFFICE/AGENCY U.S.C.E.
				VERT.
			_ LONGITUDE	<u>88°-00'</u> -39.50836"
SPC Y 200923.3	39	(NORTHING) X	2487128.9	940 (EASTING
		ambert	_ zone <u>Cer</u>	ntral CODE :4802
	AZIMUTH MARK	aga Musekeent		GRID AZ.
				62°-37'-45"
Ball_atop Gre	en Bay Water	tower	<del></del> -	205°-22'-15"
		VERTICAL	<del></del> -	
ELEV. IN FEET: 1GLD	NGVE		c	THER
				IREK
DATE:	<u>RÉCOVERY/R</u>	EVISIONS/REMARKS		<u>BY</u> :
Jan. 1989	Control Net	work Upgrade		Schneider_Eng.
	<del></del>		<del></del>	
		DESCRIPTION		
				post flush with
ground at top of	f bank of Fox	River, on west	t_shore,	east of junction
of Prarie & Broa	adway Avenues	<u></u>	<del></del>	
SKETCH:	PRAIRIE SIGN BARRIER WOOD POST		****	FOX

		STATION	RECOV	ERY
PROJECT	GREEN BAY	COUNTY	BROWN	STATE WISCONSIN
NAME	91-1	STAMPINGS		AGENCY CORPS OF ENGINEERS
TYPE	I	CONDITION	NEW	
DECODION		CONDITION	NEW	•

STATION IS A STANDARD CAP CEMENTED INTO BULLARD PAD ON WEST SIDE OF FOX RIVER IN THE CITY OF GREEN BAY ON THE KOCH ASPHAULT COMPANY FORMALLY THE GUSTAFSON OIL COMPANY AND ON THE NORTH SIDE OF HURLBUT SLIP NEAR THE AREA WHERE OLD 75-4 WAS LOCATED MONUMENT IS FLUSH WITH THE SURFACE. APPOXIMENTLY 1000 FT. FROM MOUTH OF FOX RIVER.

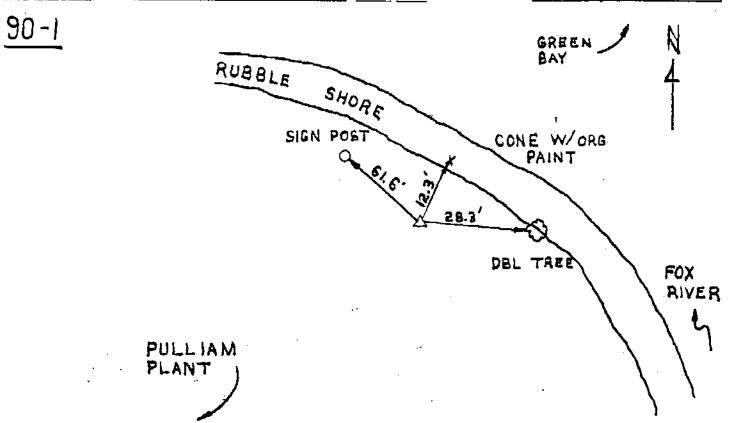
BY	L.PIECHOCKI	HORIZONTAL DATA PROJECTION LAMBERT-ZONE	VERTICAL DATA
DATE	27 AUGUST 1991	EASTING (X) 2487877.154	IGLD
OFFICE	KEWAUNEE	NORTHING (Y) 262612.770	USC & GS



STATION RECOVERY						
PROJECT Green Bay	COUNTY Brown	STATE Wisconsin				
NAME 90-1	STAMP!NGS 1990 90-1	AGENCYUS Corps of Engineers				
TYPE I Bronze Disk	CONDITION	<del></del>				
05500,071011						

This station is located on the West side of the Fox River in the city of Green Bay near the mouth of the Fox River. Station is 0.3 miles East of the North end of Bilsby Avenue, in the Wisconsin Public Service Pulliam Power Plant. Monument is 4' long concrete post 8" in diameter. Station is 6" above the surface.

BY R. Meyer	HORIZONTAL DATA 4083 PROJECTION LAMBERT-ZONE	VERTICAL DATA
DATE 06 SEP 90	EASTING (X) 2488 25 3.831	IGLD
OFFICE Kewaunes Area Office	NORTHING (Y) Z64085.151	USC & GS

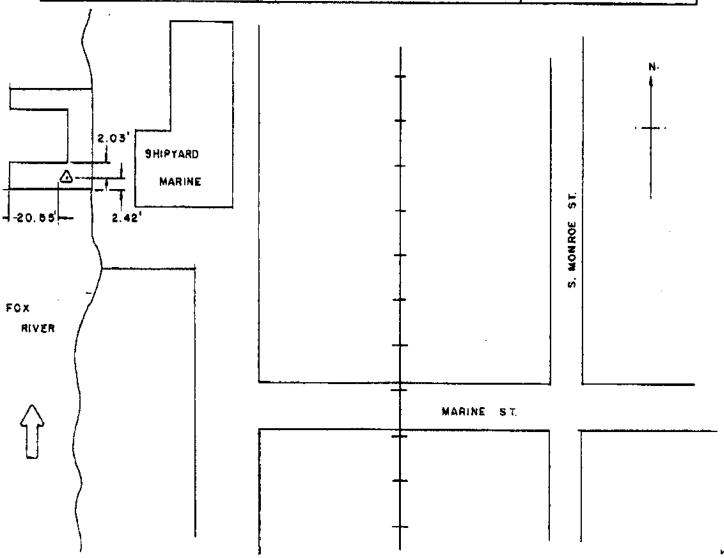


STATION DESIGNATION	9'	FILE	SHE	ET	NU	MBER	
PROJECT Green Ba							
QUAD Green Bay							14918
CITY/TWP Green Ba							
MARKER TYPE I Bro							
DATE SET	ORIGIN OF (	CONTROL: HORIZ.	G.P.S.		VER	r,	···
		HORIZO	ONTAL				
DATUM NAD 83							
SPC Y 262250.17	70	(NORTHING	) x <u>248</u>	8568.	294		(EASTING)
STATE WI	PROJECTION	Lambert	zon	E <u>Cen</u> t	tral	code	4802
	AZIMUTH MARK					GRID A	<u>z.</u>
Ball atop Green		-	<del>_</del>	_	216°-	24 <b>'</b> -55"	
Light on pipe 1	ine platfor	m	<del></del>		11°-4	<u> </u>	
					<del></del>	<del>_</del>	
		VERT					
ELEV. IN FEET: IGLD							
PROPERTY OWNER			ACCESS N	OTES	<del></del> .		
					. <u></u>		<del> </del>
DATE:		//REVISIONS/REMA					<u>BY</u> :
Jan. 1989	Control Ne	twork Upgrad	<u>e</u>		Sc	<u>hneider</u>	Eng.
· · · · · · · · · · · · · · · · · · ·				<del></del>		<del></del>	
				<del></del>			·· <del>·</del>
On Fast side of	For Direct	DESCRI		. •			
On East side of							
and 250 feet So Texaco pipeline				t in c	concret	e base	of
Texaco piperine	• Libellife	nas been <u>re</u>	movea.	<u>-</u> ,,			
SKETCH: FOX				<del></del>		<u> </u>	
	'ER						
		//					
^							
4 }		//					
ij							
CENTER	~7/						
5 REMAININ	()//	<del></del>	1.0 <b>0'</b>				
00 PILES	~//						
		<u>Ø</u> - 3.	O' O 6" DIA.	LRON PIP	<b>.</b>		
		<b>! !</b>	CONCRETE AB		-		
<b>ទ</b> រ	HORELINE						

S	TATION	RECOVE	RY
PROJECT Green Bay	COUNTY	Brown	STATE Wisconsin
NAME 75-25	STAMPINGS	XPO 75-25	AGENCY U.S.C.E.
TYPE Std. Bronze Disk	CONDITION	Good	

Located on the Southeast side of Green Bay, travelling South on S. Monroe Street. Turn right (West) on Marine Street, travel one (1) block past the railroad tracks. Turn right (North) into the entrance of shippard marine yard. Turn left (West) and travel along the building until you reach the travel walk to the most Southerly pier. 75-25 is located at this point. (See sketch)

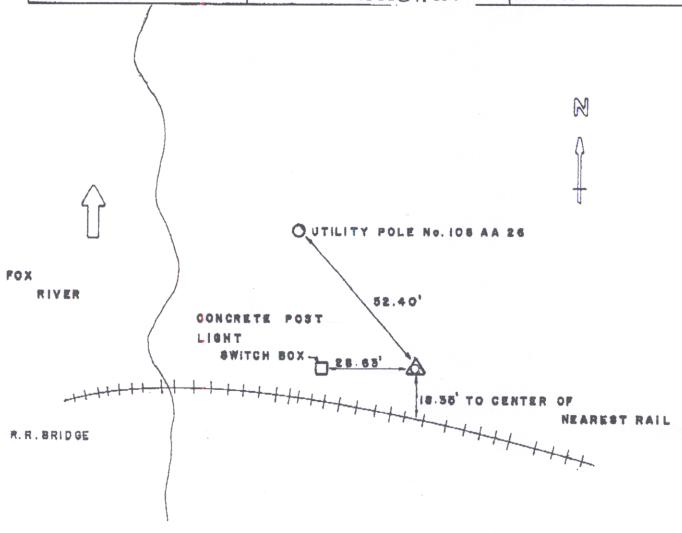
BY	M. Michaletz	HORIZ PROJECTION L	ONTAL DATA NAS 8	VERTICAL DATA
DATE	29 Mar. 1988	EASTING (X)	24844 oq . 598	IGLD 586.348 (195
OFFICE	K.A.O.			USC & GS



ST	ATION RECOVERY	1
PROJECT Green Bay	COUNTY Brown	STATE Wisconsin
NAME 75-23	STAMPINGS KPO 75-23	AGENCY U.S.C.E.
TYPE Std. Bronze Disk	CONDITION GOOD	

In the City of Green Bay on the East side of the Fox River, South of the Mason St. Bridge (Hwy. 54), Southwest of the intersection of South Adams Street and Porlier Street. A standard disk set in a concrete post, flush with the surface. At the Milwaukee - Pacific and St. Paul Railroad Bridge on North side of the bridge.

BY L. Piechocki	HORIZONTAL DATA NADES PROJECTION LAMBERT-ZONE	VERTICAL DATA
DATE 30 Oct. 1981	EASTING (X) 2484559.082	IGLD 583.628
		USC & GS



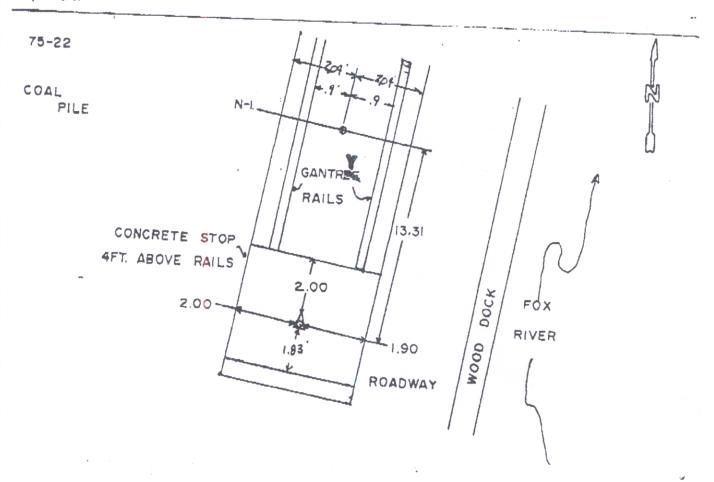
	S <sup>*</sup>	TATION	F	RECOV	ERY	
PROJECT	Fox River	COUNTY	Brown		STATE	Wisconsin
NAME	75-22	STAMPINGS	KPO	75-22	AGENCY	Corps of Engineers
TYPE	Standard Brass Cap	CONDITION	Good			

75-22 is a standard brass cap set into the Southeast concrete stop for the Reiss Coal Co. gantree crane. 75-22 is located on the West side of the Fox River.

DRAW SKETCH ON REVERSE SIDE

BY L. J. Piechocki	HORIZONTAL DATA NAO 83	VERTICAL DATA
DATE 23 December 1981	EASTING 2483837.20	7 (IGLD 589 72) (1955)
	NORTHING 251036.483	

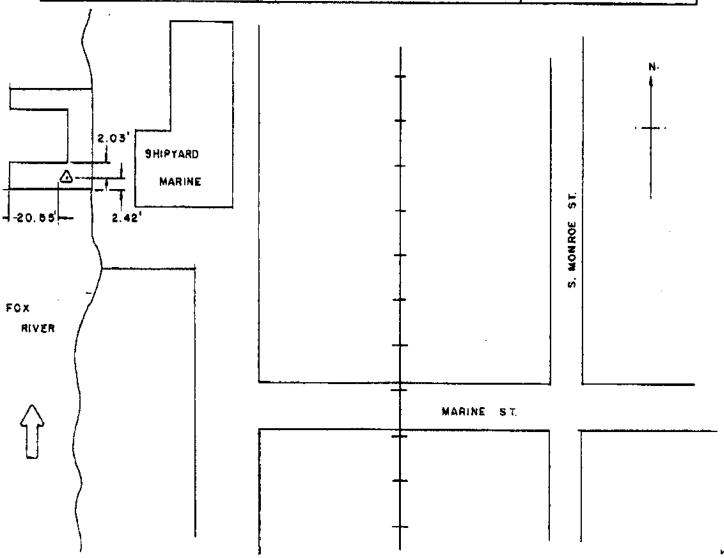
NCE FRRM 43 (NRT 1970)



S	TATION	RECOVE	RY
PROJECT Green Bay	COUNTY	Brown	STATE Wisconsin
NAME 75-25	STAMPINGS	XPO 75-25	AGENCY U.S.C.E.
TYPE Std. Bronze Disk	CONDITION	Good	

Located on the Southeast side of Green Bay, travelling South on S. Monroe Street. Turn right (West) on Marine Street, travel one (1) block past the railroad tracks. Turn right (North) into the entrance of shippard marine yard. Turn left (West) and travel along the building until you reach the travel walk to the most Southerly pier. 75-25 is located at this point. (See sketch)

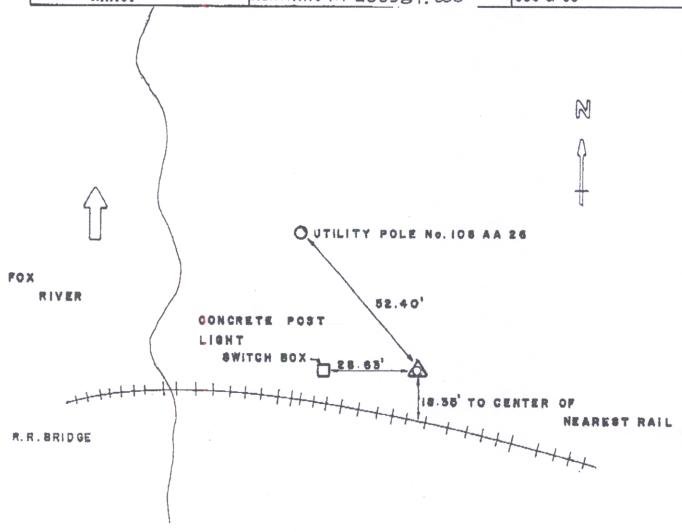
BY	M. Michaletz	HORIZ PROJECTION L	ONTAL DATA NAS 8	VERTICAL DATA
DATE	29 Mar. 1988	EASTING (X)	24844 oq . 598	IGLD 586.348 (195
OFFICE	K.A.O.			USC & GS



STATION RECOVERY				
PROJECT Green Bay	COUNTY Brown	STATE Wisconsin		
NAME 75-23	STAMPINGS KPO 75-23	AGENCY U.S.C.E.		
TYPE Std. Bronze Disk	CONDITION Good			

In the City of Green Bay on the East side of the Fox River, South of the Mason St. Bridge (Hwy. 54), Southwest of the intersection of South Adams Street and Porlier Street. A standard disk set in a concrete post, flush with the surface. At the Milwaukee - Pacific and St. Paul Railroad Bridge on North side of the bridge.

BY L. Piechocki	HORIZONTAL DATA NADES PROJECTION LAMBERT-ZONE	VERTICAL DATA
DATE 30 Oct. 1981	EASTING (X) 2484559.082	GLD 583.628
OFFICE K.A.O.	la a manufactura de la	JSC & GS



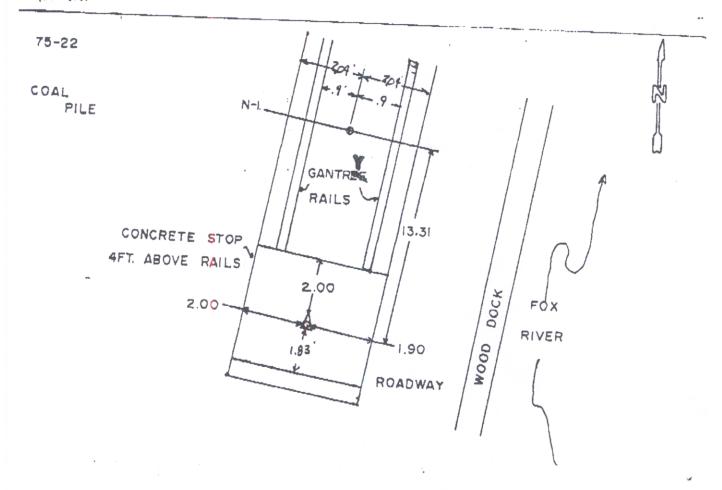
Si	TATION	R	RECOVI	ERY		
Fox River	COUNTY	Brown		STATE	Wisconsin	
75-22	STAMPINGS	KPO	75-22	AGENCY	Corps of	Engineers
Standard Brass Cap	CONDITION	Good				
	Fox River 75-22	Fox River COUNTY 75-22 STAMPINGS	Fox River COUNTY Brown 75-22 STAMPINGS KPO	Fox River COUNTY Brown 75-22 STAMPINGS KPO 75-22	Fox River COUNTY Brown STATE 75-22 STAMPINGS KPO 75-22 AGENCY	Fox River COUNTY Brown STATE Wisconsin 75-22 STAMPINGS KPO 75-22 AGENCY Corps of 1

75-22 is a standard brass cap set into the Southeast concrete stop for the Reiss Coal Co. gantree crane. 75-22 is located on the West side of the Fox River.

DRAW SKETCH ON REVERSE SIDE

BY L. J. Piechocki	HORIZONTAL DATA NAO 83	VERTICAL DATA
DATE 23 December 1981	EASTING 2483837.207	(IGLD 589 721 (1955)
	NORTHING 251036.483	

NCE FBRM 43 (Mer 1970)



General Decision Number: IL030018 02/27/2004 IL18

Superseded General Decision Number: IL020018

State: Illinois

Construction Types: Heavy (Dredging, and Marine)

Counties: Illinois Statewide.

MECHANICAL DREDGING (CLAMSHELL, DRAGLINE, AND BACKHOE) AND

MARINE CONSTRUCTION):

ILLINOIS, INDIANA, MICHIGAN, MINNESOTA, NEW YORK, OHIO, PENNSYLVANIA AND WISCONSIN DREDGING AND MARINE CONSTRUCTION Dredging and Marine Construction Projects: floating/land equipment engaged in clamshell, backhoe and dragline dredging, marine construction, bridges, salvage operations and cranes, loaders, dozers, or other equipment used for disposal of dredge spoils or marine construction materials on land at the slip or dock, at the project site, where the above material/spoils is being handled, and all equipment utilized on breakwall/breakwater structures on the Great Lakes, Islands therein, their connecting and tributary waters, including the Illinois Waterway to the Lock at Lockport, Illinois, the New York State Barge Canal System between Tonawanda, New York and Waterford, New York and Oswego, New York, the Duluth-Superior area to the Fond du Lac Bridge Crossing (Minnesota State Highway 23) on the St. Louis River and on the St. Lawrence River eastward to the International Boundary near St. Regis, New York.

Modification Number Publication Date 0 06/13/2003 1 02/27/2004

\* SUIL2003-001 01/01/2004

MECHANICAL DREDGING (CLAMSHELL, DRAGLINE, AND BACKHOE) AND MARINE CONSTRUCTION):

Rates Fringes

#### Dredging:

Fireman, Oiler,
Deckhand, & Scowman
(with dipper, hydraulic
or other floating
equipment engaged in
hydraulic and dipper
dredging operations)
Pipeline men (both
afloat & ashore
including loading,
unloading, maintaining,
and handling pipelines
for hydraulic dredges
and sandboats Rangeman,
Tankerman, Sweepman and
service Truck Driver.....

 service Truck Driver......\$ 22.51
 7.61+a+b

 Lead Deckhand......\$ 29.68
 7.61+a+b

Hydraulic Dredging LAUNCH OPERATOR -	
Vessel 800 Horse- Power	
Or Less\$ 25.15	7.61+a+b
TUG ENGINEER\$ 26.49	7.61+a+b
TUG OPERATOR - Vessel	7.01.4.2
Over 800 Horse-Power\$ 26.49	7.61+a+b
TUG WORKERS: Fireman,	7.011415
Lineman, Oiler,	
Deckhand, Tankerman.	
Scowman, (on/or with	
tugboats, launches, or	
=	
other self-propelled	7 (1, -, -)
boats)\$ 22.51	7.61+a+b
Mechanic	
FLOATING EQUIPMENT:	
Illinois	
Class I\$ 40.50	12.00+b&c
Class II\$ 39.00	12.00+b&c
Class III\$ 34.70	12.00+b&c
Class IV\$ 28.85	12.00+b+c
FLOATING EQUIPMENT:	22,00,2,0
Indiana	
Class I\$ 35.75	11.95+b&c
Class II\$ 34.25	11.95+b&c
	11.95+b&c
Class III\$ 30.45	11.95+b&c
Class IV\$ 25.35	11.95+D&C
FLOATING EQUIPMENT:	
Michigan	15 02.1.
Class I\$ 27.50	15.23+b&c
Class II\$ 26.00	15.23+b&c
Class III\$ 23.15	15.23+b&c
Class IV\$ 19.25	15.23+b&c
FLOATING EQUIPMENT:	
Minnesota	
Class I\$ 32.55	9.10+b&c
Class II\$ 31.05	9.10+b&c
Class III\$ 27.65	9.10+b&c
Class IV\$ 23.00	9.10+b&c
FLOATING EQUIPMENT:	
New York: (Cattaraugus,	
Chautauga, Erie and	
Orleans Counties)	
Class I\$ 35.00	15.96+b&c
Class II\$ 33.50	15.96+b&c
Class III\$ 29.80	15.96+b&c
Class IV\$ 24.80	15.96+b&c
FLOATING EQUIPMENT:	
New York: (Cayuga,	
Jefferson, Oswego, and	
St. Lawrence Counties)	
Class I\$ 29.50	13.10+b&c
Class II\$ 28.00	13.10+b&c
Class III\$ 24.92	13.10+b&c
Class IV\$ 20.72	13.10+b&c
FLOATING EQUIPMENT:	13.10±D&C
New York: (Monroe and	
Wayne Counties and the	
mayne councies and the	

City of Rochester)	
Class I\$ 27.50	9.00+b&c
Class II\$ 26.00	9.00+b&c
Class III\$ 23.15	9.00+b&c
Class IV\$ 19.25	9.00+b&c
FLOATING EQUIPMENT:	3.00 Dac
New York: (Niagara)	
	14 E0 bc ~
Class I\$ 32.08	14.50+b&c
Class II\$ 30.58	14.50+b&c
Class III\$ 30.84	14.50+b&c
Class IV\$ 22.90	14.50+b&c
FLOATING EQUIPMENT:	
Ohio: (Ashtabula,	
Cuyahoga, Erie, Lake,	
and Lorain Counties)	
Class I\$ 32.99	7.60+b&c
Class II\$ 31.49	7.60+b&c
Class III\$ 28.02	7.60+b&c
Class IV\$ 23.30	7.60+b&c
FLOATING EQUIPMENT:	
Ohio:(Lucas, Henry,	
Ottawa, Wood and	
Sandusky Counties)	
Class I\$ 31.27	7.60+b&c
Class II\$ 29.77	7.60+b&c
Class III\$ 26.50	7.60+b+c
Class IV\$ 22.30	7.60+b&c
FLOATING EQUIPMENT:	
Pennsylvania: (Erie	
County):	
Class I\$ 24.80	10.23+b&c
Class II\$ 23.30	10.23+b&c
Class III\$ 20.74	10.23+b&c
Class IV\$ 17.24	10.23+b&c
FLOATING EQUIPMENT:	
Wisconsin:Includes all	
marine/floating type	
work on projects in the	
Superior/Duluth Harbor,	
Lake Superior.	
Class I\$ 32.00	12.90+b&c
Class II\$ 30.50	12.90+b&c
Class III\$ 27.15	12.90+b&c
Class IV\$ 27.13	12.90+b&c
CIASS IV \$ 22.57	14.90+D&C

### PAID HOLIDAYS (WHERE APPLICABLE):

- A- NEW YEAR'S DAY
- B- MEMORIAL DAY
- C- INDEPENDENCE DAY
- D- LABOR DAY
- E- THANKSGIVING DAY
- F- CHRISTMAS DAY
- G- PRESIDENT'S DAY
- H- VETERANS' DAY

### FOOTNOTES:

- a. \$30.10 per day per employee for medical
- b. Eight paid holidays: A thru H

- c. Hazardous/Toxic Waste Material:
- \*Level A \$2.50 per hour
- \*Level B 2.00 per hour
- \*Level C 1.00 per hour
- \*Level D 0.50 per hour

Such wages shall be above the classifications of work listed under mechanical dredging and Marine construction of this general wage decision. \*Working with Hazardous Waste at this level as defined by the U.S. Environmental Protection Agency.

#### CLASSIFICATION DESCRIPTIONS

- Class I Master Mechanic assist and direct Class II, Class III, and Class IV, diver/wet tender, engineer (hydraulic dredge)
- Class II Crane/Backhoe Operator and Mechanic/Welder, assistant engineer(hydraulic dredge), leverman (hydraulic dredge), diver/tender
- Class III Deck Equipment Operator (Machineryman)
  Maintenance of Crane (over 50 ton capacity) or Backhoe
  (115,000 pounds or more), ug/launch operator, Loader/dozer
  and like equipment on Barge, breakwater wall, slip/dock,
  Scow, Deck Machinery, etc.
- Class IV Deck Equipment Operator(Machineryman/Fireman) (Four equipment units or more) and Crane Maintenance 50 ton capacity and under or Backhoe weighing 115,000 pounds or less, assistant tug operator.

-----

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

\_\_\_\_\_\_

### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

\_\_\_\_\_\_

END OF GENERAL DECISION

General Decision Number: WI030019 07/16/2004 WI19

Superseded General Decision Number: WI020019

State: Wisconsin

Construction Types: Heavy

Counties: Wisconsin Statewide.

HEAVY CONSTRUCTION PROJECTS (Excluding Tunnel, Sewer, and Water Lines), AND HOPPER DREDGE PROJECTS

Modification Number	Publication Date
0	06/13/2003
1	03/12/2004
2	04/16/2004
3	06/25/2004
4	07/16/2004

BOIL0107-001 01/01/2004

	Rates	Fringes	
Boilermaker			
Boilermaker	\$ 27.64	14.52	
Small Boiler Repair (u	nder		
25,000 lbs/hr)	\$ 22.11	10.45	
			-

<sup>\*</sup> BRWI0001-002 06/01/2004

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes	
Bricklayer	\$ 24.88	11.55	
			-

<sup>\*</sup> BRWI0002-002 06/01/2004

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
Bricklayer	\$ 29.64	11.35

<sup>\*</sup> BRWI0003-002 06/01/2004

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
Bricklayer	\$ 24.88	11.50

<sup>\*</sup> BRWI0004-002 06/01/2004

KENOSHA, RACINE, AND WALWORTH COUNTIES

Rates Fringes

Bricklayer		11.95
* BRWI0006-002 06/01/2004		
ADAMS, CLARK, FOREST, LANGLADE, ONEIDA, PORTAGE, PRICE, TAYLOR,		
	Rates	Fringes
Bricklayer	\$ 24.98	11.40
* BRWI0007-002 06/01/2004		
GREEN, LAFAYETTE, AND ROCK COUN	TIES	
	Rates	Fringes
Bricklayer		11.95
BRWI0008-002 06/01/2002		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKE:	SHA COUNTIES
	Rates	Fringes
Bricklayer	•	8.75
* BRWI0009-001 06/01/2004		
GREEN LAKE, MARQUETTE, OUTAGAMI AND WINNEBAGO COUNTIES	E, SHAWANO	, WAUPACA, WASHARA,
	Rates	Fringes
Bricklayer		11.50
* BRWI0011-002 06/01/2004		
CALUMET, FOND DU LAC, MANITOWOC	, AND SHEB	OYGAN COUNTIES
	Rates	Fringes
Bricklayer		11.50
* BRWI0013-002 06/01/2004		
DANE, GRANT, IOWA, AND RICHLAND	COUNTIES	
	Rates	Fringes
Bricklayer	\$ 26.42	11.70
* BRWI0019-002 06/01/2004		
BARRON, BUFFALO, BURNETT, CHIPP PIERCE, POLK, RUSK, ST. CROIX,		
	Rates	Fringes
Bricklayer	\$ 24.53	11.85

\_\_\_\_\_\_

#### \* BRWI0021-002 06/01/2004

DODGE AND JEFFERSON COUNTIES

	Rates	Fringes	
Bricklayer	\$ 26.69	11.38	

\* BRWI0034-002 06/01/2004

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes	
Bricklayer	\$ 26.47	11.60	
CARDON87-001 05/01/2004			

CARP0087-001 05/01/2004

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys 35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

		Rates	Fringes
Carpenter a	% Piledrivermen\$	3 24.41	9.91

<sup>\*</sup> CARP0252-002 06/01/2004

ADAMS, ASHLAND, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO, BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
Carpenter (ASHLAND COUNTY ONLY)		
Carpenter	\$ 22.02	10.43
Millwright	\$ 25.91	10.43
Pile Driver	\$ 24.81	10.43
Carpenters (REMAINING COUNTIES)		
Carpenter	\$ 24.31	10.43
Millwright	\$ 25.91	10.43
Piledriver	\$ 24.81	10.43

<sup>\*</sup> CARP0264-003 06/01/2004

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

Rates Fringes

Carpenter	\$ 27.34	11.01

\* CARP2337-001 06/01/2004

	Rates	Fringes
Piledriverman		
Zone A\$	25.76	14.37
Zone B\$	22.98	14.37

ZONE DEFINITIONS

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES

ZONE B: KENOSHA & RACINE COUNTIES

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\* CARP2337-003 06/01/2004

1	Rates	Fringes
Millwright		
Zone A\$	26.32	13.98
Zone B\$	25.27	13.78
Zone C\$	25.17	13.78
Zone D\$	25.32	13.78
Zone E\$	25.37	13.53

#### ZONE DEFINITIONS

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES

ZONE B: KENOSHA COUNTY

ZONE C: RACINE COUNTY (Area East of Hwy 75)

ZONE D: JEFFERSON (South of I-94), RACINE (West of Hwy 75),

and WALWORTH COUNTIES

ZONE E: DODGE AND JEFFERSON (North of I-94) COUNTIES

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ELEC0014-002 06/01/2004

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes	
Electricians:	\$ 27.72	27.8%+4.00	
ELEC0127-002 09/01/2000			<b>-</b>

### KENOSHA COUNTY

	Rates	Fringes	
Electricians:	\$ 26.71	23.8%+3.00	
DI EGO150 000 06 /01 /0000			

ELEC0158-002 06/01/2002

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE

(East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

	Rates	Fringes	
Electricians:	\$ 24.53	24.75%+5.01	
ELEC0159-003 06/01/2001			

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

	Rates	Fringes	
Electricians:	\$ 25.83	9.95	
ELEC0219-004 06/01/2000			

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over		
\$90,000\$	23.86	10.22
Electrical contracts under		
\$90,000\$	20.46	7.11

<sup>\*</sup> ELEC0242-005 06/01/2004

DOUGLAS COUNTY

	Rates	Fringes	
Electricians:	\$ 27.42	54.5%	
ELEC0388-002 06/01/2002			-

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Area North of the town of Wausaukee), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Area North of the townships of Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:	.\$ 24.12	10.65
ELEC0430-002 06/01/2002		

RACINE COUNTY (Except Burlington Township)

Rates Fringes

Electricians:	\$ 27.22	26.5%+4.98
ELEC0494-005 06/01/2004		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESHA	A COUNTIES
	Rates	Fringes
Electricians:	\$ 27.37	15.85
ELEC0494-006 06/01/2004		
CALUMET (Township of New Holste Waupun), MANITOWOC (Schleswig),		
	Rates	Fringes
Electricians:	\$ 24.70	15.46
ELEC0577-003 06/01/2002		
CALUMET (except Township of New including Townships of Berlin, (N. part including Townships of and Springfield), OUTAGAMIE, WA COUNTIES	St Marie, and Crystal Lake	d Seneca), MARQUETTE e, Neshkoro, Newton,
	Rates	Fringes
Electricians:	\$ 24.70	23.3%+4.85
ELEC0890-003 06/01/2003		
DODGE (Emmet Township only), GR RACINE (Burlington Township), R		
	Rates	Fringes
Electricians:	\$ 25.75	12.85
* ELEC0953-001 06/01/2004		
	Rates	Fringes
Line Construction:  (1) Lineman	or\$ 26.28 \$ 23.96 \$ 20.44 \$ 18.98 \$ 16.06	4.25+28.75% 4.25+28.75% 4.25+28.75% 4.25+28.75% 4.25+28.75% 4.25+28.75%
* ENGI0139-001 06/01/2004		

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

Power Equipment Operator

Group 1\$	30.39	14.20
Group 2\$	29.89	14.20
Group 3\$	29.39	14.20
Group 4\$	29.10	14.20
Group 5\$	27.22	14.20
Group 6\$	22.07	14.20

# POWER EQUIPMENT OPERATORS CLASSIFICATIONS

- GROUP 1: Cranes, Tower Cranes, and Derricks with or w/o attachments with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Boring Machines (directional); Master Mechanic
- GROUP 2: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; or Cranes, Tower Cranes and Derricks with boom, leadsand/or jib lengths measuring 175 feet or less; Backhoes (excavators) having a manufacturer's rated capacity of 3 cu yds and over; Caisson Rigs; Pile Drivers; Boring Machines (vertical or horizontal)
- GROUP 3: Backhoes (excavators) under 3 cu yd; Traveling Crane (bridge type); Skid Rigs; Dredge Operator; Concrete Paver (over 27E); Concrete Spreader and Distributor; Forklift (machinery- moving / steel erection); Hydro Blaster, 10,000 psi and over
- GROUP 4: Material Hoists; Stack Hoists; Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 5 tons or under (tractor or truck mounted); Concrete Pumps; Tractor over 40 hp; Bulldozer over 40 hp; End Loader over 40 hp; Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Mechanic and Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Rotary Drill Operator and Blaster; Percussion Drill Operator; Air Track Drill and/or Hammers; Tencher (wheel type or chain type having 8 inch or larger bucket); Milling Machine
- GROUP 5: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machines (road type); Rubber Tired Roller; Concrete Batch Hopper; Concrete Conveyor Systems; Grout Pumps; Concrete Mixers (14S or over); Screw Type Pumps and Gypsum Pumps; Tractor, Bulldozer, End Loader (under 40 hp); Trencher (chain type, bucket under 8 inch); Industrial Locomotives; Rollers under 5 tons; Firemen (pile drivers and derricks); Manhoist; Lift Slab Machines; Robotic Tool Carrier with or without attachments
- GROUP 6: Tampers Compactors (riding type); Assistant Engineer; A-Frames and Winch Trucks; Concrete Auto Breaker; Hydrohammers (small); Brooms and Sweepers; Hoist (tuggers); Stump Chippers (large); Boats (Tug, Safety, Work Barges, Launch); Shouldering Machine Operator; Screed Operator; Screed Operator; Stone Crushers and Screening Plants; Prestress Machines; Screed Operators (milling machine), Farm or Industrial Tractor Mounted Equipment; Post Hole

Digger; Fireman (asphalt plants); Air Compressors, over and under 400 CFM; Generators, over and under 150 KW; Augers (vertical and horizontal); Air, Electric, Hydraulic Jacks (slipform); Skid Steer Loaders (with or without attachments); Boiler Operators (temporary heat); Refrigeration Plant/Freeze Machines; Power Pack Vibratory/Ultra Sound Drivers and Extractors; Welding Machines; Heaters (mechanical); Pumps; Winches (small electric); Oiler and Greaser; Conveyor; Forklifts; Elevators: Automatic Hoists; Pumps (well points); Combination Small Equipment Operators

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### \* ENGI0139-003 06/01/2004

STATEWIDE (Except Kenosha, Milwaukee, Ozaukee, Racine, Washington, and Waukesha)

	Rates	Fringes
Power Equipment Operator		
Group 1	\$ 27.67	13.70
Group 2	\$ 27.17	13.70
Group 3	\$ 26.67	13.70
Group 4	\$ 26.14	13.70
Group 5	\$ 24.07	13.70
Group 6	\$ 23.44	13.70

### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) having a manufacturer's rated capacity of 3 cu yd and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) under 3 cu yd; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs

GROUP 4: Hydraulic Backhoe (tractor or truck mounted);
Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or
End Loader (over 40 hp); Motor Patrol; Scraper Operator;
Bituminous Plant and Paver Operator; Screed-Milling
Machine; Roller over 5 tons; Concrete and Grout Pumps;
Hydro Blaster, 10,000 psi and over; Rotary Drill Operator;
Percussion Drilling Machine; Air Track Drill with or
without integral hammer; Blaster; Boring Machine (vertical
or horizontal); Side Boom; Trencher, wheel type or chain
type having 8 inch or larger bucket; Rail Leveling Machine
(Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone
Leveler; Straddle Carrier; Material Hoists; Stack Hoist;

Man Hoists; Mechanic and Welder

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp);
Tampers -Compactors, riding type; Stump Chipper, large;
Roller, Rubber Tire; Backfiller; Trencher, chain type
(bucket under 8 inch); Concrete Auto Breaker, large;
Concrete Finishing Machine (road type); Concrete Batch
Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or
over; Pumps, Screw Type and Gypsum); Hydrohammers, small;
Brooms and Sweeeprs; Lift Slab Machine; Roller under 5
tons; Industrial Locomotives; Fireman (Pile Drivers and
Derricks); Pumps (well points); Hoists, automatic; A-Frames
and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety,
Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freese Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators, over or under 150 kw; Compressors, under 400 CFM; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Conveyor; Elevator Operator

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IRON0008-002 06/01/2002

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

	Rates	Fringes	
Ironworker	\$ 24.11	12.58	
IRON0008-003 06/01/2002			

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes	
Ironworker	\$ 25.92	12.58	
TROY 0.20.2 0.01 0.0 (0.1 (0.00.0)			

IRON0383-001 06/01/2002

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

Rates Fringes

Ironworker	3 24.55	11.61

IRON0498-005 06/01/2002

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 2/3) COUNTIES:

	Rates	Fringes	
Ironworker	\$ 28.50	17.375	
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IRON0512-008 05/01/2003

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK (S.W. half), ST CROIX, TAYLOR, AND TREMPEALEAU COUNTIES

	Rates	Fringes
Ironworker\$	29.50	11.84

IRON0563-004 05/01/2003

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, RUSK (N.E. half), SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes	
Ironworker	\$ 24.33	13.75	
T. T. C. C. 1. 1. 2. C. 2. C. 1. 1. 2. C.			

LABO0113-002 06/01/2003

MILWAUKEE AND WAUKESHA COUNTIES

		Rates	Fringes
Laborers	:		
Group	1\$	20.92	9.42
Group	2\$	21.07	9.42
Group	3\$	21.27	9.42
Group	4\$	21.42	9.42
Group	5\$	21.57	9.42
Group	6\$	17.41	9.42

## LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter

(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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LABO0113-003 06/01/2003

### OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
Laborers:		
Group 1	\$ 20.17	9.42
Group 2	\$ 20.27	9.42
Group 3	\$ 20.32	9.42
Group 4	\$ 20.52	9.42
Group 5	\$ 20.37	9.42
Group 6	\$ 17.26	9.42

### LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LABO0140-002 06/01/2003

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

### Laborers:

Group 1\$	20.75	7.77
Group 2\$	20.85	7.77
Group 3\$	20.90	7.77
Group 4\$	21.10	7.77
Group 5\$	20.95	7.77
Group 6\$	17.38	7.77

### LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bitminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated)

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

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LABO0237-002 06/01/2003

KENOSHA AND RACINE COUNTIES

		Rates	Fringes
Laborers	:		
Group	1	.\$ 19.02	10.38
Group	2	.\$ 19.17	10.38
Group	3	.\$ 19.37	10.38
Group	4	.\$ 19.34	10.38
Group	5	.\$ 19.67	10.38
Group	6	.\$ 16.16	10.38

### LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

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LABO0464-003 06/01/2003

DANE COUNTY

	Rates	Fringes
Laborers:		
Group 1	.\$ 20.63	8.17
Group 2	.\$ 20.73	8.17
Group 3	.\$ 20.78	8.17
Group 4	.\$ 20.98	8.17
Group 5	.\$ 20.83	8.17
Group 6	.\$ 16.98	8.17

### LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminious Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

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PAIN0106-008 05/01/2001

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller	\$ 22.73	7.73
Spray, Sandblast, Steel	\$ 23.33	7.73
Repaint:		
Brush, Roller	\$ 21.23	7.73
Spray, Sandblast, Steel	\$ 21.83	7.73

*	PAIN01	08-	002	06	/01	/2002
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PΔ	CINE	COUNTY

RACINE COUNTY		
	Rates	Fringes
Painters: Brush, Roller Spray & Sandblast		8.25 8.25
PAIN0259-002 06/01/2004		
BARRON, CHIPPEWA, DUNN, EAU CLAIS SAWYER, ST. CROIX, AND WASHBURN		RCE, POLK, RUSK,
	Rates	Fringes
Painters:	.\$ 21.76	9.20
* PAIN0259-004 06/01/2004		
BUFFALO, CRAWFORD, JACKSON, LA C VERNON COUNTIES	ROSSE, MONROE,	TREMPEALEAU, AND
	Rates	Fringes
Painter	.\$ 16.58	6.95
* PAIN0781-002 06/01/2002		
JEFFERSON, MILWAUKEE, OZAUKEE, W.	ASHINGTON, AND	WAUKESHA COUNTIES
	Rates	Fringes
Painters: Bridge Brush		9.22 9.22
Spray & Sandblast	.\$ 24.09 	9.22
* PAIN0802-002 06/01/2002		
COLUMBIA, DANE, DODGE, GRANT, GR. ROCK, AND SAUK COUNTIES	EEN, IOWA, LAF	AYETTE, RICHLAND,
	Rates	Fringes
Painters: Brush Structural Steel, Spray		7.60 7.60
* PAIN0802-003 06/01/2002		
BROWN, CALUMET, DOOR, FOND DU LA MANITOWOC, MARINETTE, MARQUETTE, SHEBOYGAN, WAUSHARA, WAUPACA, AN	OCONTO, OUTAG	AMIE, SHAWANO,

Rates Fringes Painters:....\$ 18.96 4.84 \_\_\_\_\_\_

### \* PAIN0802-006 06/01/2002

ADAMS, CLARK, FOREST, IRON, JUNEAU, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, WOOD, AND VILAS COUNTIES

	Rates	Fringes
Painters:	\$ 20.90	5.11

<sup>\*</sup> PAIN0934-001 06/01/2002

### KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes	
Painters:			
Brush	\$ 22.98	7.25	
Spray	\$ 23.98	7.25	
Structural Steel	\$ 23.13	7.25	

<sup>\*</sup> PAIN1011-002 06/01/2001

### FLORENCE COUNTY

	Rates	Fringes
Painters:	\$ 19.40	3.95

<sup>\*</sup> PLAS0599-010 06/01/2004

	Rates	Fringes
Cement Mason		
Area 1	\$ 25.25	10.95
Area 2	\$ 24.20	10.45
Area 3	\$ 23.0!	11.95
Area 4	\$ 25.4	9.68
Area 5	\$ 24.25	10.90
Area 6	\$ 22.10	13.05

### AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA 5: DANE, GRANT, GREEN, COUNTIES	OWA, LAFAYETTE,	AND ROCK
AREA 6: KENOSHA AND RACINE COUN	TIES	
* PLUM0011-003 05/01/2001		
ASHLAND, BAYFIELD, BURNETT, DOUG COUNTIES	GLAS, IRON, SAWY	ER, AND WASHBURN
	Rates	Fringes
Plumber	.\$ 26.35	9.15
* PLUM0075-002 06/01/2002		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESHA CC	UNTIES
	Rates	Fringes
Plumber	.\$ 27.96	8.83
* PLUM0075-004 06/01/2002		
DODGE (Watertown), GREEN, JEFFER COUNTIES	RSON, LAFAYETTE,	AND ROCK
	Rates	Fringes
Plumber/Pipefitter	.\$ 28.21	8.83
		BAUK COUNTIES
* PLUM0075-009 06/01/2002		
* PLUM0075-009 06/01/2002	RICHLAND AND S	
* PLUM0075-009 06/01/2002  COLUMBIA, DANE, IOWA, MARQUETTE	RICHLAND AND S	Fringes
* PLUM0075-009 06/01/2002  COLUMBIA, DANE, IOWA, MARQUETTE	RICHLAND AND S Rates .\$ 29.41	Fringes
* PLUM0075-009 06/01/2002  COLUMBIA, DANE, IOWA, MARQUETTE  Plumber	RICHLAND AND S Rates .\$ 29.41	Fringes
* PLUM0075-009 06/01/2002  COLUMBIA, DANE, IOWA, MARQUETTE  Plumber	RICHLAND AND S Rates .\$ 29.41  DUNTIES Rates	Fringes 7.38
* PLUM0075-009 06/01/2002  COLUMBIA, DANE, IOWA, MARQUETTE,  Plumber	RICHLAND AND S Rates .\$ 29.41  DUNTIES Rates	Fringes 7.38Fringes
* PLUM0075-009 06/01/2002  COLUMBIA, DANE, IOWA, MARQUETTE  Plumber  * PLUM0118-002 06/01/2003  KENOSHA, RACINE, AND WALWORTH CO	Rates  .\$ 29.41  DUNTIES  Rates  .\$ 27.66  Cept Watertown), DWOC, MARINETTE  TAGAMIE, SHAWANG	Fringes 7.38 Fringes 12.09 DOOR, FOND DU (except
* PLUM0075-009 06/01/2002  COLUMBIA, DANE, IOWA, MARQUETTE,  Plumber	Rates  .\$ 29.41  DUNTIES  Rates  .\$ 27.66  Cept Watertown), DWOC, MARINETTE  TAGAMIE, SHAWANG	Fringes 7.38 Fringes 12.09 DOOR, FOND DU (except

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

### \* PLUM0434-002 06/01/2002

BARON, BUFFALO, CHIPPEWA, CLARK, CRAWFORD, DUNN, EAU CLAIRE, FLORENCE, FOREST, GRANT, JACKSON, JUNEAU, LA CROSSE, LANGLADE, LINCOLN, MARATHON, MONROE, ONEIDA, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RUSK, ST. CROIX, TAYLOR, TREMPEALEAU, VERNON, VILAS, AND WOOD COUNTIES

	Rates	Fringes
Pipefitter	\$ 25.15	9.72

<sup>\*</sup> PLUM0506-007 06/01/2000

MARINETTE COUNTY (Niagara only)

F	Rates	Fringes
Plumber/Pipefitter (1) Jobs where plumbing		
bid is \$50,000 or less\$		10.00
(2) All other work\$	24.03 	10.00

<sup>\*</sup> TEAM0039-002 05/01/2004

	Rates	Fringes
Truck drivers:		
1 & 2 Axle Trucks		12.01
2 Axle Trucks	\$ 19.17	10.69
or Dumptor, Articulated		
Truck, Mechanic	\$ 19.60	12.01

# SELF-PROPELLED HOPPER DREDGE:

Drag Tender \$ 8.78 \$4.23+A

### FOOTNOTE:

A. Paid Holidays: New years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Paul Hall's Birthday (August 20), Veteran,s Day, Thanksgiving Day, and Christmas Day

WELL DRILLER \$16.52 \$3.70

\_\_\_\_\_

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

\_\_\_\_\_

In the listing above, the "SU" designation means that rates

listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

\_\_\_\_\_\_

### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review	Board (formerly the Wage Appeals Board). Write to:
	Administrative Review Board
	U.S. Department of Labor
	200 Constitution Avenue, N.W.
	Washington, DC 20210
4.) Al	l decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

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### SECTION 02482

### DREDGING

### PART 1 GENERAL

### 1.1 UNIT PRICES

## 1.1.1 Work Covered by Contract Price

The contract unit price per cubic yard for dredging shall include the cost of removal, conveyance and disposal of all materials as shown on the drawings and as specified herein, except original materials, ledgerock, boulders, cobbles, rock fragments, wrecks, scrap materials, snags, stumps, piles, debris or other material which cannot be removed or buried below the required depth by the Contractor's dredging equipment, without blasting or special apparatus. The unit price shall also include the cost of all work required to be performed for the use of the disposal area. Nothing in this Paragraph shall be construed as prohibiting the removal of excepted material by special means at prices agreed and approved in accordance with applicable provisions of the contract.

### 1.1.2 Measurement

# 1.1.2.1 Allowable Pay Overdepth and Sideslopes

The total estimated dredging quantity shown on the Bidding Schedule includes the required depth material plus the allowable overdepth material and allowable sideslope material. The allowable pay overdepth quantity listed below is computed for the allowable overdepth prism immediately below the material required to be dredged as shown on the drawings or otherwise specified. The allowable sideslope quantity listed below is computed immediately above the payment limit line for sideslopes as shown and specified.

a. Estimated Allowable Pay Overdepth and Sideslope Quantities in Cubic Yards

Station

0+00B to 50+00B

(1)Overdepth 18,000 C.Y.

(2)Sideslopes 5,000 C.Y.

### 1.1.2.2 Shoal Removal

If, before the contract is completed, shoaling occurs in any section previously accepted, including shoaling in the finished channel, because of the natural lowering of the side slopes or other natural causes, redredging at the contract unit price, within the limit of available funds, may be performed if agreed upon by both the Contractor and the Contracting Officer.

# 1.1.2.3 Soundings

The drawings (See CLAUSE entitled "CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS") represent the conditions existing at the time of survey, but all soundings shown thereon will be verified and corrected by soundings taken before dredging. Determination of quantities removed will be made from after dredging soundings and the calculations made therefrom to determine quantities by in-place measurement. The determination of the quantities to be paid for in the area specified, after having once been made, will not be reopened, except on evidence of collusion, fraud, or obvious error.

#### 1.1.2.4 Volume Calculations

Within the limits of the allowable pay overdepth and side slope payment limit lines described in the Paragraph entitled "DREDGING", the total amount of materials removed and to be paid for under the contract will be measured by the cubic yard in place by computing the volume between the bottom surface shown by new soundings made before dredging and the bottom surface shown by the soundings of a survey made as soon as practicable after the work specified has been completed. Volume computations will be made by the Government by appropriate computer program, based on cross sections including, but not limited to, cross sections taken at the same locations shown on the contract drawings.

#### 1.1.2.5 Excessive Dredging

Materials taken from beyond the limits specified in Subparagraphs "Allowable Pay Overdepth" and "Side Slopes", will be excluded from the computed total amount dredged as excessive channel dredging or excessive side slope dredging and for which payment will not be made. The final determination of the amounts of excessive dredging will be based wholly on the surveys made for final examination and acceptance. (See Paragraph entitled "FINAL EXAMINATION AND ACCEPTANCE.")

#### 1.1.2.6 Monthly Partial Payments

Monthly partial payments will be based on quantities determined by daily soundings taken by the Contractor or other means acceptable to the Contracting Officer. (See CLAUSE entitled, "QUANTITY SURVEYS.") Sounding surveys for partial payment shall be conducted in the same manner specified in the Paragraph entitled, "PRIOR, AFTER AND CHECK SURVEYS," unless otherwise authorized or directed.

## 1.1.2.7 Continuity of Work

Monthly partial payments will be made for work performed prior to final examination and acceptance. However, as final dredging is being performed for final examination and acceptance, no payment will be made for such final dredging work performed in any area until the depth required under the contract is secured in the whole of such area, unless prevented by ledge rock, original material, or other obstructions, which cannot be removed by the plant specified in the accepted bid, or the equivalent of such plant, without blasting or special apparatus. No payment will be made for final excavation in any area not adjacent to and in prolongation of areas where full depth has been secured, except by decision of the Contracting Officer. If a nonadjacent area is excavated to full depth during the day to day operations carried on under the contract, payment for all work therein may be deferred until the required depth has been secured in the area intervening.

### 1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with SECTION 01330, entitled "SUBMITTAL PROCEDURES":

SD-01 Preconstruction Submittals

Dredging, Conveyance and Placement Plan; G-AOF

Prior to bringing equipment to the project site, submit plans of the proposed dredging, conveyance and placement operations.

Dredging Placement Safety Plan

Prior to commencing work at the placement area, describe in detail the means and methods to be utilized to provide for the public safety at the disposal area, all in accordance with the Accident Prevention Plan.

SD-18 Records

Sounding Records

A copy of the prior and after soundings records of the transfer site shall be furnished.

## 1.3 PROJECT/SITE CONDITIONS

### 1.3.1 Character of Materials

The material to be dredged consists primarily of shoaling that has occurred since the last time the area was dredged. Shoaled material consists of varying proportions of sand and silt with organic material. Virgin material, consisting of medium stiff to stiff clay, may be encountered within the 1 foot of allowable overdepth prism.

# 1.3.2 Disposal Area Conditions

The disposal area is shown on the contract drawings. Dredged materials placed outside of the limits of the disposal area shall be removed at no additional cost to the Government and deposited within the area approved for disposal of dredged materials.

## 1.3.2.1 Bay Port Disposal Facility (BDF)

The Contractor shall use access roads into the BDF for the purpose of preparing the BDF and for hauling of the dredged materials. The Contractor shall maintain the haul roads throughout the entire period in which the BDF is required to be used.

### 1.3.3 Transfer Site

If use of a Contractor-furnished transfer site, or if a Government-furnished transfer site is to be used, the Contractor shall take soundings across the full width and length of the transfer site prior to the start-up of and immediately after the completion of transfer operations

under this contract. Soundings at the Government-furnished transfer site shall be taken on a grid at intervals of 25 feet and on 10 foot spacings.. When the Government Transfer site is used, the Contractor shall take soundings across the full width and length of the boat slip, and flares, as directed by the Contracting Officer's Representative. All check soundings shall be made at two-week intervals throughout the period of use of the transfer site mooring area, the boat slip, and flares. If check soundings show that material accumulations have increased in thickness two (2) feet or more at any point since the initial soundings were taken, the Contractor shall immediately remove the material down to the initial elevation. Such material shall be disposed of in the approved disposal area at no additional cost to the Government.

#### 1.4 SEQUENCING AND SCHEDULING

#### 1.4.1 Delivery of Plant and Order of Work

Unless otherwise directed by the Contracting Officer, the Contractor shall accomplish the required work within the time established in CLAUSE entitled, "COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK."

#### PART 2 PRODUCTS (NOT APPLICABLE)

#### PART 3 EXECUTION

#### 3.1 DREDGING

The Contractor shall perform all dredging work to remove material to the required depths within the limits shown on the drawings and as specified. Any materials in the allowable overdepth prism and allowable side slopes are not required to be removed. Original material encountered within the allowable dredging prism is not required to be removed. Rocks, cobbles (3 to 12 inches) and boulders (over 12 inch) may be encountered near breakwaters, revetments and pier heads and shall not be removed if they are part of the harbor structures nor shall toe stones be undermined. Indicated required dredging areas within required downstream and upstream dredging limits will be revised by the Government, after obtaining the before (prior to) dredging soundings. The Contractor may be required to suspend dredging at any time when for any reason the gauges or ranges cannot be seen or properly followed. Discharge into the harbor or river from gates, valves, pipes or pumping apparatus on the contractor's dredge and floating plant is prohibited at all times.

#### 3.1.1 Sealing Hauling Vessels

All floating plant used for gathering and hauling dredged materials shall have the load compartments sealed shut. There shall be no means for dredged materials to exit the vessel below the water line. Prior to using any vessel for gathering and transporting dredged materials on this project, bottom gates and valves shall be temporarily welded closed and operating mechanisms disengaged throughout the course of the work. The Contractor shall provide the Government's representative an opportunity to inspect each vessel in an empty condition to verify the required sealing has been performed. Throughout the course of the work, the Government's representative shall have the right to re-inspect the vessels to verify the required sealing is well maintained.

#### 3.1.2 Obstructions

Should original material, ledgerock, boulders, cobbles, rock fragments, wrecks, scrap materials, snags, stumps, piles, debris or other material be encountered which cannot be removed by the plant specified in the accepted bid, or equivalent plant, without blasting or special apparatus, the Contractor shall remove therefrom all overlying material within the required dredging prism which in the judgment of the Contracting Officer can be removed by the use of the plant specified in the accepted bid or equivalent plant.

#### 3.1.3 Equipment

The use of hydraulic or pipeline type dredging equipment to place the dredged materials directly into Bayport disposal facility is prohibited.

#### 3.1.4 Channel Crossing

The Contractor shall verify the location of authorized crossings. The Contractor shall notify DIGGERS HOTLINE (800) 242-8511, in accordance with DIGGERS procedures. Any existing channel crossing that is damaged due to the Contractor's operations shall be repaired by the Contractor and at its expense.

#### 3.1.5 Overdepth, Sideslope and Tolerances

Two (2) drawings are enclosed in SECTION 01999 to aid in defining the requirements specified hereinafter.

#### 3.1.5.1 Allowable Pay Overdepth

To cover inaccuracies of the dredging process, materials actually removed from within the channel lines to a depth of not more than one (1) foot below the required pay prism line will be measured and paid for at the contract unit price. However, the maximum quantity of overdepth materials to be paid for will be equivalent to that quantity present within the one (1) foot overdepth prism immediately below the required materials to be removed as determined from the prior to dredging soundings. Any dredging below the allowed one (1) foot will be considered as excessive dredging and for which payment will not be made.

#### 3.1.5.2 Side Slopes

Materials actually removed, within limits shown on the drawings, to provide for final side slopes not flatter than one vertical (1V) on two horizontal (2H), perpendicular to the channel line or dredge limit line, whichever is applicable, but not in excess of the amount originally lying above the side slope payment limit line will be calculated and paid for. The provisions of this Subparagraph also apply to end slopes at the upstream and downstream dredging limits of the channel. However, if the Contractor uses the box cut method on the side slope this material will be paid for whether dredged in the original location or removed by dredging the space at the bottom of the slope to accommodate the side slope materials falling into the box cut.

#### 3.1.5.3 Toe of Side Slope

Any materials remaining above the required pay prism line will be allowed to remain in place, but will not be paid for, provided these materials lie below the tolerance lines specified hereinafter. The toe of side slope

tolerance line, as shown on the cross - section drawings, is defined as a straight line through the following two (2) points and extended to the side slope line:

- a. A point on the required pay prism line located a distance from the channel line or dredge limit line, as shown on the contract drawings and the enclosed drawings in SECTION 01999.
- b. A point located at the channel line or dredge limit line, whichever is applicable, and above the required pay prism line a distance equal to specified channel allowable pay overdepth.

### 3.1.5.4 Shoals

A tolerance of 0.5 feet above the required pay prism line, in the remaining channel area, will be allowed for acceptance of remaining shoal materials. The allowed shoal materials may be left in place but shall be of such nature that they will not affect navigation, and will not be paid for unless they are removed. The remaining channel area is defined as that portion of the channel which lies between two (2) points located on the required pay prism line for determining toe of side slope tolerance line and is shown on the enclosed drawing titled "CHANNEL SHOAL TOLERANCE" as tolerance area. The allowed shoaling shall not be continuous throughout the required dredging area. The limitations for individual shoals are as follows:

### a. Maximum width:

Maximum width of each remaining shoal area not required to be removed shall be not more than five percent (5%) of the full project channel width or ten (10) feet, whichever is greater.

# b. Longitudinal length:

Longitudinal length of each remaining shoal area not required to be removed shall be not more than twenty-five percent (25%) of the full project channel width or fifty (50) feet, whichever is greater. Maximum width of each remaining shoal area not required to be removed shall be not more than five percent (5%) of the full project channel width or ten (10) feet, whichever is greater.

# c. Cumulative width:

Cumulative width of remaining individual shoals not required to be removed within the shoal area, at any channel cross section, shall be

not more than twenty-five percent (25%) of the full project channel width or ten (10) feet, whichever is greater.

## 3.2 CONVEYANCE AND TRANSFER OF DREDGED MATERIALS

### 3.2.1 General

All nautical vessels, pipelines and land based transport and conveyance systems shall be operated, loaded and unloaded in such manner as to prevent overflow, spills, leaks, waste, or other loss of dredged materials between point of pick-up and point of deposition within the disposal area. Hauling vessels shall have sufficient sidewall height and integrity to prevent drainage over or through the sides and bottom during hauling. Conveyance

of materials into or within the Government-furnished disposal areas by hydraulic or pipeline pumping is prohibited.

## 3.2.2 Restriction

The method employed by the Contractor in conveying dredged materials to the disposal area shall be as approved by the Contracting Officer at all times. Temporary dumping or placement of materials outside of the disposal area for subsequent rehandling into the disposal area is prohibited unless otherwise approved by the Contracting Officer.

## 3.2.3 Vehicular Conveyance

Dredged materials that are conveyed into a Government or Contractor-furnished disposal area via vehicle shall have leak tight cargo bodies or compartments with spill and splash preventing devices as well as necessary sidewall height. Vehicles shall not be loaded over their capacity, nor shall any loads exceed the limits of the thoroughfare over which the vehicles are operated. If the dredged materials are transferred from vessels to vehicles by bucket type equipment or any device which may leak or spill, provisions shall be made to prevent water and materials from escaping into the waterways. In addition, the Contractor shall insure that materials that are splashed around vehicles during loading or unloading operations are cleaned up prior to the vehicle leaving the site so as to prevent materials from being tracked on to public thoroughfares or escaping into the waterways. The Contractor shall immediately clean up any materials spilled on the public thoroughfares. In addition, the Contractor shall maintain the transfer site in a neat and orderly condition.

### 3.2.3.1 Provision and Maintenance of Haul Roads

Other than for public roadways, the Contractor shall provide its own haul roads into the Government-furnished disposal area as required for its operations and shall maintain them throughout the course of the work. If existing vehicle paths are used (which are not dedicated as public roadways) the Contractor shall provide any improvements required to support its vehicle traffic and shall maintain such haul roads in a condition satisfactory for travel in a passenger automobile at all times, including at the completion of the contract.

## 3.2.4 Government-Furnished Transfer Site

A facility for access to the river's edge and placement of equipment for transferring dredged materials from scows or other marine hauling equipment to land hauling equipment is provided by the Government at the location shown on the contract drawings. Use of this facility shall be coordinated with others who may be performing work in the area. All contractors shall be confined to the area delineated on the plans. Hauling routes and procedures shall be coordinated with the City of Green Bay. If the Contractor uses this transfer facility, the Contractor shall, immediately following completion of all transfer operations, take soundings throughout the length and breadth of the transfer site within the limits shown and shall remove all materials, within such limits, which exist above the sounding elevations taken by the contractor prior to use of the facility as required by Subparagraph titled, Transfer Site (Bay Port) of this Section. The quantity removed is excluded from the quantity measured for payment.

# 3.2.5 Contractor-Furnished Transfer Site

All operations in connection with the use of a Contractor-furnished transfer site shall be at the Contractor's risk.

## 3.3 DISPOSAL OF DREDGED MATERIALS

## 3.3.1 General

The dredged materials shall be deposited within the Government-furnished disposal area shown on the contract drawings and/or within an authorized Contractor-furnished disposal area. The Government-furnished disposal area has sufficient capacity to contain all materials to be dredged under this contract; however, the Contractor may base its bid on a disposal area other than the one furnished by the Government. Placement of the dredged materials within the disposal area shall be as specified and shown except as otherwise directed by the Contracting Officer. Except as otherwise authorized by the Contracting Officer in writing, no disposal shall be performed unless a representative of the Contractor for Quality Control is present at the time. The method employed by the Contractor in depositing dredged materials in the disposal area shall be as approved by the Contracting Officer at all times.

## 3.3.1.1 Misplaced Material

Any material that is deposited elsewhere than in the places designated in this contract or approved by the Contracting Officer will not be paid for. The Contractor shall be required to remove such misplaced material at its expense and deposit it in the place designated in this contract or approved by the Contracting Officer.

## 3.3.2 Government-Furnished Disposal Area

## 3.3.2.1 Bayport Disposal Facility

Dredged materials shall be placed within Cell Number 4, as shown on the Contract Drawings, or as directed by the Contracting Officer. The material shall be placed such that upon completion of placement under this contract the placement area is crowned near the center and shaped to drain toward the perimeter of each area used. The maximum allowable elevation for materials within twenty-five 25 feet of the perimeter of each area is 2.0 feet below the top of the berms. If ramps or finger piers are required within the disposal area to accommodate truck unloading, the use of on site materials and the construction shall be coordinated with Brown County. Such works shall be maintained by the Contractor, and the cost thereof shall be included in the contract price. Only dredged materials taken from within the limits of this contract and as otherwise required shall be placed in the Government-furnished disposal area. The Contractor shall coordinate its disposal operations with others who may be simultaneously utilizing the disposal facility.

# 3.4 CONTRACTOR QUALITY CONTROL

The Contractor shall establish and maintain a quality control system for dredging and disposal operations to assure compliance with the contract requirements and record its inspections of items under this system, including, but not limited to, the following:

a. Layout of work, transfer and disposal areas.

- b. Proper dredging depths and disposal heights.
- c. Conveyance and disposal operations.
- d. Prevention of discharge to waterway.
- e. Removal of misplaced material.
- g. Safety requirements.

### 3.5 GOVERNMENT INSPECTION

## 3.5.1 Gauge Maintenance

The Contractor shall maintain its gauges, ranges, location marks and limit marks in proper order and position. The presence of a Government inspector shall not relieve the Contractor of its responsibility for the proper execution of the work in accordance with the specifications and drawings.

### 3.5.2 Facilities

The Contractor shall furnish, on the request of the Contracting Officer or any inspector, the use of such boats, boat operators, laborers and material forming a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting the work. However, the Contractor will not be required to furnish such facilities for the surveys prescribed in the Paragraph "FINAL EXAMINATION AND ACCEPTANCE."

### 3.5.3 Transportation

The Contractor shall furnish, on the request of the Contracting Officer or any inspector, suitable transportation from designated points on shore to and from the various pieces of off-shore plant and off-shore disposal areas.

### 3.5.4 Compliance

Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer, and the cost thereof will be deducted from any amounts due or to become due the Contractor.

### 3.6 PRIOR, AFTER AND CHECK SURVEYS

Prior, after and check surveys will be made by sonic sounding methods. The Contractor's sounding equipment shall be calibrated to correspond with the Government's sounding equipment. The Government will make prior and after surveys and may make check surveys. The Contractor shall make check surveys. Sounding lines will be established by the Government for the required dredge area-to provide the best fit of lines, within that area - to use average end cross sections for quantity calculations. Cross-sections will have the required spacing as necessary to provide a good representation of the area surveyed. Unless otherwise determined by the Contracting Officer. The check surveys and after dredging soundings shall be taken as close as practicable on the same lines established and used for the prior to dredging soundings, unless otherwise determined by the Contracting Officer. The full electronic data set shall be used to determine cubic yards in place. Additional soundings will be taken as the Contracting Officer may deem necessary. Only one (1) prior survey will be

made for the project, by the Government. If additional prior surveys are required, due to the Contractor's operations, the cost of such surveys shall be paid by the Contractor. The cost of such surveys shall be the same as specified in the Paragraph entitled, "FINAL EXAMINATION AND ACCEPTANCE."

### FINAL EXAMINATION AND ACCEPTANCE

#### 3.7.1 Examination

As soon as practicable after the completion of the entire work or any section thereof (if the work is divided into sections) as in the opinion of the Contracting Officer will not be subject to damage by further operations under the contract, such work will be thoroughly examined at the cost and expense of the Government by sounding or by sweeping, or both, as determined by the Contracting Officer. Should any shoals, lumps or other lack of contract depth be disclosed by this examination, the Contractor is required to remove same by dragging the bottom or by dredging at the contract rate for dredging, but if the bottom is soft and the shoal areas are small and form no material obstruction to navigation, the removal of such shoals may be waived at the discretion of the Contracting Officer. The Contractor or its authorized representative will be notified when soundings and/or sweepings are to be made, and will be permitted to accompany the survey party. When the area is found to be in a satisfactory condition, it will be accepted finally. Should more than two (2) sounding or sweeping operations by the Government over an area be necessary by reason of work for the removal of shoals disclosed at a prior sounding or sweeping, the cost of such third and any subsequent sounding or sweeping operations will be charged against the Contractor at the rate of \$1,500 per calendar day in which the Government plant is engaged in sounding or sweeping and/or is enroute to or from the site or held at or near the said site for such operations.

#### 3.7.2 Acceptance

Final acceptance of the whole or part of the work and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error, and the acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the work.

END>